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COPY



**JOURNAL of the PROCEEDINGS
of the
CITY COUNCIL
of the
CITY of CHICAGO, ILLINOIS**

Regular Meeting—Wednesday, November 14, 1984

at 10:00 A.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

Present -- Honorable Harold Washington, Mayor, and Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone.

Absent -- Aldermen Vrdolyak, Majerczyk, Brady, D. Davis, Gabinski, Laurino, Hansen.

Call to Order.

On Wednesday, November 14, 1984 at 11:28 A.M. (the hour appointed for the meeting was 10:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 43.

Quorum present.

On motion of Alderman Smith, it was ordered noted in the Journal that Alderman D. Davis was absent due to illness.

Invocation.

Deacon Thomas B. Ewers, Saint Denis Church, opened the meeting with prayer.

TRIBUTE TO LATE REVEREND DOCTOR MARTIN LUTHER KING, SENIOR.

Honorable Harold Washington, Mayor, on behalf of himself and all the members of the City Council, presented the following proposed resolution:

WHEREAS, The Reverend Dr. Martin Luther King, Sr., pastor emeritus of the Ebenezer Baptist Church, in Atlanta, Georgia, died there on Sunday, November 11, 1984; and

WHEREAS, From his birth on December 19, 1899, as one of 10 children born into a cotton sharecropper's family in Stockbridge, Georgia, Reverend King rose to become the much-honored patriarch of the Civil Rights Movement, and became affectionately known as "Daddy" King; and

WHEREAS, As the pastor of Ebenezer Baptist Church for 44 years, Reverend King led his congregation through spiritual and civic concerns in a progressive, dynamic manner; and

WHEREAS, As a member of Atlanta's N.A.A.C.P. Social Action Committee, he helped equalize the salaries of black and white public school teachers; he successfully fought to desegregate courthouse elevators, and he challenged restrictive voting blocks placed against blacks; and

WHEREAS, His stature as the father of three children and grandfather of nine led his martyred son, Martin Luther King, Jr., to become the Nobel Peace Prize Winner in 1964, thus placing international acclaim upon his leadership role in the Civil Rights Movement; and

WHEREAS, The elder Reverend King steadfastly followed his belief in non- violence, despite the assassination of Martin, Jr. in 1968; the senseless murder of his beloved wife of 48 years, Alberta, in 1974, and the accidental drowning of his surviving son, the Reverend A. D. King, in 1969; and

WHEREAS, He is survived by his daughter, Mrs. Christine King Farris, and his nine grandchildren; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago, assembled this 14th day of November, 1984, urge the people of Chicago to join in honoring the memory of the late Reverend Dr. Martin Luther King, Sr., and consoling ourselves with the thought that his life, his ministry and his concern for every human being gave inspiration to us all; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to his loving family.

Alderman Evans moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Evans (seconded by Aldermen Tillman and Pucinski) the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

CONGRATULATIONS EXTENDED "WINDY CITY ULTIMATE"
FRISBEE TEAM UPON WINNING WORLD
CHAMPIONSHIP.

Honorable Harold Washington, Mayor, on behalf of himself and all the members of the City Council, presented the following proposed resolution:

WHEREAS, Chicago sports fans have been the beneficiaries of a truly remarkable summer of sports, and these fans have shown iron-willed determination in supporting their teams through the fat times and lean; and

WHEREAS, Every victory of a Chicago team should be recognized and commended both for the skill of the athletes and the dedication of the fans; and

WHEREAS, Chicago is home to an outstanding team in a sport which is not widely known; and

WHEREAS, This team has achieved national and international victory, and these athletes have succeeded in making Chicago known around the world for their prowess, physical ability, and team effort; and

WHEREAS, By winning the 1984 World Championships in Ultimate and Guts Frisbee in Lucerne, Switzerland, this team defeated thirteen other nations, battling through five days of preliminary matches, culminating in a five game championship stand against the Swedish national team; and

WHEREAS, Michael Glass, Alan Goldenberg, Jordan Halpern, and John Conway have made Chicago proud by their remarkable accomplishments; now, therefore,

Be It Resolved, That the Mayor and City Council of the City of Chicago do hereby congratulate and commend the "Windy City Ultimate" frisbee team for bringing this international championship home to Chicago; and

Be It Further Resolved, That the Clerk of the City of Chicago prepare a copy of this resolution for presentation to the team.

Alderman Orr moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Orr (seconded by Alderman Volini) the foregoing proposed resolution was *Adopted*, unanimously.

The frisbee team was presented to the City Council and were warmly applauded. They then presented Mayor Harold Washington with a shirt commemorating their championship.

Motion to Suspend Rules -- CONGRATULATIONS EXTENDED
FOUR CHICAGO CHEMISTRY TEACHERS HONORED BY
NATIONAL SCIENCE TEACHERS ASSOCIATION.

Alderman Evans moved to *Suspend the Rules Temporarily* to take up out of the regular order of business a proposed resolution congratulating four Chicago chemistry teachers recently honored by the National Science Teachers Association for providing excellent educational programs in chemistry. The motion *Prevailed*.

Alderman Evans then presented the following proposed resolution:

WHEREAS, Four of Chicago's outstanding chemistry teachers -- Joseph Kerke, Walter Sherrill and Valerie Young of Kenwood Academy, and Paula Herron of Whitney Young High School -- have received national recognition from the National Science Teachers Association for providing excellent educational programs; and

WHEREAS, These four teachers were among 24 chosen nationally, giving our great City of Chicago a surpassing record in the area of such exemplary educational programs; and

WHEREAS, Paula Herron, Joseph Kerke, Walter Sherrill and Valerie Young have benefitted the students in their charge, and in doing so have brought great distinction to their schools and to our grateful City by fostering chemistry programs which doubtless will have a great influence on the future of many of the young citizens in whom we place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 14th day of November, 1984, A.D., do hereby congratulate and honor the outstanding teachers Joseph Kerke, Walter Sherrill, and Valerie Young of Kenwood Academy, and Paula Herron of Whitney Young High School, for being so distinctively honored by the National Science Teachers Association in its "Search for Excellence" of outstanding chemistry programs throughout this nation, and that we extend to these excelling teachers and public servants our most sincere gratitude for providing a solid foundation for the students of two of our finest educational institutions; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Paula Herron, Joseph Kerke, Walter Sherrill and Valerie Young.

Alderman Evans moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Evans (seconded by Aldermen Humes and W. Davis) the foregoing proposed resolution was *Adopted*, unanimously.

REGULAR ORDER OF BUSINESS RESUMED.

**R E P O R T S A N D C O M M U N I C A T I O N S
F R O M C I T Y O F F I C E R S .**

Referred -- MAYOR'S APPOINTMENT OF MAURICE D. PARRISH
AS ZONING ADMINISTRATOR.

Honorable Harold Washington, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Zoning*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 14, 1984.

To the Honorable, The City Council of the City of Chicago:

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LADIES AND GENTLEMEN -- I hereby appoint Maurice D. Parrish as Zoning Administrator to succeed James A. Wilkes, Jr., deceased.

I respectfully request your approval of this appointment.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- WITHDRAWAL OF MAYOR'S APPOINTMENT OF
CARMELO RODRIGUEZ AS MEMBER OF LIBRARY
BOARD OF CHICAGO.

Honorable Harold Washington, Mayor, submitted the following communication, which was, *Referred to the Committee on Municipal Institutions*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 14, 1984.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I hereby withdraw the nomination of Carmelo Rodriguez as a Member of the Library Board of the City of Chicago submitted to the City Council on April 13, 1984.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- WITHDRAWAL OF MAYOR'S APPOINTMENT OF
JETTA JONES AS MEMBER OF BOARD OF
CHICAGO REGIONAL PORT AUTHORITY.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Ports, Wharves and Bridges*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 14, 1984.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I hereby withdraw the nomination of Jetta Jones as a member of the Board of the Chicago Regional Port Authority of the City of Chicago submitted to the City Council on June 20, 1984.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- ISSUANCE OF INDUSTRIAL REVENUE BOND FOR
PROJECT BY AMCO CORPORATION.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 14, 1984.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the issuance of an industrial revenue bond in the amount of \$2,500,000 for the construction of a project by AMCO Corporation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- ISSUANCE OF INDUSTRIAL REVENUE BOND FOR
PROJECT BY GUERNSEY DELL, INCORPORATED.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 14, 1984.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the issuance of an industrial revenue bond in the amount of \$5,000,000 for the construction of a project by Guernsey Dell, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- REDEVELOPMENT AGREEMENT BETWEEN CITY AND
CHICAGO SWEETENERS, INCORPORATED FOR LAND COST
WRITE-DOWN TO ASSIST IN PURCHASE OF
CERTAIN PROPERTY.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 14, 1984.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the Commissioner to enter into and execute on behalf of the City of Chicago a Redevelopment Agreement with Chicago Sweeteners, Inc. for a land cost write-down in the amount of \$.50 per square foot, to be determined by a plat of survey before closing, to assist the company in the purchase of property located at 2234 West 43rd Street. It is expected that fourteen new jobs will be created.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- REDEVELOPMENT AGREEMENT BETWEEN CITY
AND GUERNSEY DELL, INCORPORATED FOR
LAND COST WRITE-DOWN TO ASSIST
IN PURCHASE OF CERTAIN
PROPERTY.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 14, 1984.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the Commissioner to enter into and execute on behalf of the City of Chicago a Redevelopment Agreement with Guernsey Dell, Inc. for a land cost write-down in the amount of \$.50 per square foot, to be determined by a plat of survey before closing, to assist the company in the purchase of property located on the southwest corner of 43rd and Morgan Streets. It is expected that one hundred fifty (150) new jobs will be created.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- REDEVELOPMENT AGREEMENT BETWEEN CITY
AND POLYMER PROCESSORS, INCORPORATED FOR
LAND COST WRITE-DOWN TO ASSIST
IN PURCHASE OF CERTAIN
PROPERTY.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 14, 1984.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the Commissioner to enter into and execute on behalf of the City of Chicago a Redevelopment Agreement with Polymer Processors, Inc. for a land cost write-down in the amount of \$.50 per square foot, to be determined by a plat of survey before closing, to assist the company in

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the purchase of property located at 1701 North Kostner and 1660 North Lowell. It is expected that eight (8) new jobs will be created.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,
(Signed) HAROLD WASHINGTON,
Mayor.

***Referred -- EXECUTION OF MEMORANDUM OF AGREEMENT
BETWEEN CITY AND TWENTY-ONE WEST ELM STREET
ASSOCIATES CONCERNING ISSUANCE OF
REVENUE BONDS TO FINANCE
HOUSING FACILITY.***

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

**OFFICE OF THE MAYOR
CITY OF CHICAGO**

November 14, 1984.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance authorizing the execution of a Memorandum of Agreement with Twenty-one W. Elm Street Associates and providing for conditional approval of the issuance of revenue bonds to finance the acquisition, construction and equipping of a residential housing facility on the southeast corner of Dearborn and Elm Streets, in an amount not to exceed \$31,000,000.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

***Referred -- LOAN AND SECURITY AGREEMENT BETWEEN CITY AND
FIFTH CITY AUTOMOTIVE SERVICES, INCORPORATED TO
ASSIST IN BUSINESS EXPANSION.***

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 14, 1984.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the approval of a secured loan in the amount of \$50,000 to Fifth City Automotive, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- ISSUANCE OF AIRPORT SPECIAL FACILITY
REVENUEBOND, SERIES, 1984 FOR PROJECT BY
BUTLER AVIATION-MIDWAY, INCORPORATED.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 14, 1984.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the issuance of an "Airport Special Facility Revenue Bond, Series 1984 (Butler Aviation-Midway, Inc. Project)" in the amount of \$3,000,000. The proceeds of the bond issue shall be used to construct a hangar facility serving Butler Aviation-Midway, Inc. at Midway Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- ISSUANCE OF AIRPORT SPECIAL FACILITY REVENUE
BONDS, SERIES 1984 FOR PROJECT BY CSX BECKET
AVIATION, INCORPORATED AT MIDWAY AIRPORT.

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Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 14, 1984.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the issuance of "Floating Rate Monthly Demand Airport Special Facility Revenue Bonds, Series 1984 (CSX Beckett Aviation, Inc.)" in the amount of \$3,500,000. The proceeds of the bond issue shall be used to construct a hanger facility serving CSX Beckett Aviation, Inc. at Midway Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- AMENDMENT TO URBAN DEVELOPMENT
ACTION GRANT APPLICATION FOR ASHLAND/
WELLINGTON NEIGHBORHOOD COMMERCIAL
DEVELOPMENT PROJECT.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 14, 1984.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I am transmitting herewith an ordinance amending an ordinance approved by the City Council authorizing the filing of an Urban Development Action Grant application for the Ashland/Wellington Neighborhood Commercial Development Project.

Your favorable consideration of this ordinance is greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- FILING OF APPLICATION FOR URBAN
DEVELOPMENT ACTION GRANT FOR PIONEER
VILLAGE, PHASE III PROJECT.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 14, 1984.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance providing for the submission of an application for an Urban Development Action Grant to the United States Department of Housing and Urban Development in the amount of \$4,800,000 for the Pioneer Village, Phase III, consisting of the construction of 200 apartment units, 121,840 square feet of commercial space, and an activity center at Martin Luther King Drive and Pershing Road, and in the event the application is successful, authorizing the Mayor to enter into and execute a grant agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- FILING OF APPLICATION FOR URBAN
DEVELOPMENT ACTION GRANT FOR CENTRAL
CHEMICAL COMPANY PROJECT.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 14, 1984.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the approval of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant in respect to the Central Chemical Company acquisition and expansion. In the event the application is approved, the ordinance further authorizes the Commissioner of the Department of Economic Development to enter and execute a grant agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred -- FILING OF APPLICATION FOR URBAN
DEVELOPMENT ACTION GRANT FOR CONNORS
PARK HOTEL DEVELOPMENT PROJECT.*

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 14, 1984.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I am transmitting herewith an ordinance providing for the submission of an Urban Development Action Grant application to the United States Department of Housing and Urban Development for the Connors Park Hotel Development Project, and in the event that the application is successful, authorizing the Mayor to enter into and execute a grant agreement on behalf of the City of Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred -- FILING OF APPLICATION FOR URBAN
DEVELOPMENT ACTION GRANT FOR DEARBORN
PARK SOUTH NEIGHBORHOOD PROJECT.*

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 14, 1984.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I am transmitting herewith an ordinance providing for the submission of an Urban Development Action Grant application to the United States Department of Housing and Urban Development for the Dearborn Park South Neighborhood Project, and in the event that the application is successful, authorizing the Mayor to enter into and execute a grant agreement on behalf of the City of Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- FILING OF APPLICATION FOR URBAN DEVELOPMENT
ACTION GRANT FOR GOODWILL INDUSTRIES OF CHICAGO
AND COOK COUNTY PROJECT.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 14, 1984.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I am transmitting herewith an ordinance providing for the submission of an Urban Development Action Grant application to the United States Department of Housing and Urban Development for the Goodwill Industries of Chicago and Cook County Project, and in the event that the application is successful, authorizing the Mayor to enter into and execute a grant agreement on behalf of the City of Chicago.

Your favorable consideration of this ordinance will be appreciated.

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Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- FILING OF APPLICATION FOR URBAN DEVELOPMENT
ACTION GRANT FOR TRAINCO, INCORPORATED
DEVELOPMENT PROJECT.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 14, 1984.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I am transmitting herewith an ordinance providing for the submission of an Urban Development Action Grant application to the United States Department of Housing and Urban Development for the Trainco, Inc. Development Project, and in the event that the application is successful, authorizing the Mayor to enter into and execute a grant agreement on behalf of the City of Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- FILING OF APPLICATION FOR URBAN DEVELOPMENT
ACTION GRANT FOR TUSCANY HOTEL REHABILITATION
PROJECT.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 14, 1984.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I am transmitting herewith an ordinance providing for the submission of an Urban Development Action Grant application to the United States Department of Housing and Urban Development for the Tuscany Hotel Rehabilitation Project, and in the event that the application is successful, authorizing the Mayor to enter into and execute a grant agreement on behalf of the City of Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

**City Council Informed As To Miscellaneous
Documents Filed Or Received In City
Clerk's Office.**

Honorable Walter S. Kozubowski, City Clerk, informed the City Council that documents have been filed or received in his office relating to the respective subjects designated as follows:

PROCLAMATIONS.

Proclamations of Honorable Harold Washington, Mayor, designating times for special observances as follows:

"ARTS IN EDUCATION WEEK IN CHICAGO":

March 18-24, 1984;

"ALL CITIZENS URGED TO KEEP THE CITY CLEAN":

August 31, 1984;

"REVEREND JAMES CLEVELAND DAY IN CHICAGO":

October 22, 1984;

"WALTER PAYTON DAY IN CHICAGO":

October 22, 1984;

"ARBITRATION DAY IN CHICAGO":

October 26, 1984;

"AMERICAN WEST INDIAN ASSOCIATION DAY IN CHICAGO":

October 27, 1984;

"PROGRESSIVE COMMUNITY CENTER, THE PEOPLE'S CHURCH DAY IN CHICAGO":

October 28, 1984;

"MARY HERRICK MEMORIAL DAY":

October 28, 1984;

"CHOCOLATE SUNDAY IN CHICAGO":

October 28, 1984;

"BEN-GURION UNIVERSITY OF THE NEGEV DAY":

October 28, 1984;

"GREEK DAY IN CHICAGO":

October 28, 1984;

"4-H DAY":

October 29, 1984;

"CHILD CARE WORKERS":

November 2, 1984;

"JAMES HICKLIN III DAY IN CHICAGO":

December 2, 1984;

"REVEREND HAROLD WHITE DAY IN CHICAGO":

December 9, 1984.

**STATE APPROVAL OF ORDINANCES CONCERNING
MOTOR FUEL TAX PROJECTS.**

Also communications from Sigmund C. Ziejewski, District Engineer, under dates of February 6 and October 29, 1984, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the dates noted (involving expenditures of Motor Fuel Tax Funds) as follows:

November 23, 1983

Execution of Agreement authorized between City and State for engineering of various project improvements;

Execution of Agreement between City and State for converting electrical power at various bridges;

Execution of Amendment to Agreement authorized between City and State for improvement of Damen Avenue between Irving Park Road and Bryn Mawr Avenue;

December 6, 1983

Execution of Amendment to Agreement between City and State for improvement of Lake Shore Drive;

December 28, 1983

Execution of Agreement authorized between City and State for improvement of Vincennes Avenue between 87th and 119th Streets;

July 9, 1984

Authority granted for allocation of M.F.T. Funds for engineering of New Street Construction at specified locations (10 ordinances);

Motor Fuel Tax Ordinance amended allowing additional authority to make critical repairs to various bridges;

Motor Fuel Tax Ordinances amended concerning transfer of responsibility for New Streets Program from Department of Streets and Sanitation to Department of Public Works;

Motor Fuel Tax Ordinance amended decreasing amount allocated for demolition of Milwaukee Avenue Viaduct located between Fulton and Kinzie Streets;

Motor Fuel Tax Funds authorized for engineering and reconstruction of portion of Sheridan Road;

Execution of Agreement authorized between City and State for improvement of Laramie Avenue between North Avenue and Cornelia Avenue.

REPORTS AND DOCUMENTS OF COMMONWEALTH EDISON COMPANY.

Also the following communication from Robert W. Bresemann, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of November 5, 1984, which reads as follows:

"Pursuant to the provision of the 1948 Franchise Ordinance granted to this Company, I am enclosing copies of reports of the Company as listed below:

Fuel Adjustment Charges under Federal Energy Regulatory Commission relating to the Rider No. 20, Fuel Adjustment, for the month of November, 1984.

Statement for bills issued in November, 1984 to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

Monthly statement of operating revenue and income to Federal Energy Regulatory Commission (F.E.R.C. Form No. 5), for the months of August and September, 1984.

Quarterly report to stockholders dated November 1, 1984 filed with Securities and Exchange Commission.

Commonwealth Edison Company's Current Report on Form 8-K for October 15, 1984."

City Council Informed As To Publication of Journal.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on October 31, 1984, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on November 14, 1984, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on October 31, 1984, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947, which printed pamphlet copies were delivered to the City Clerk on November 14, 1984.

FILING OF CERTIFIED COPIES OF ORDINANCE WITH COUNTY CLERKS OF COOK AND DU PAGE COUNTIES.

The City Clerk further informed the City Council that he filed with the County Clerks of Cook and Du Page Counties on November 2, 1984, an ordinance passed by the City Council on September 25, 1984:

Levy of Taxes authorized for Community College District No. 508 for fiscal year July 1, 1984 thru June 30, 1985.

Miscellaneous Communications, Reports, Etc., Requiring Council Action (Transmitted To City Council by City Clerk).

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

LEVY OF TAXES TO PROVIDE FOR ISSUANCE OF GENERAL OBLIGATION SCHOOL ASSISTANCE BONDS, SERIES E (1984).

A communication from Lawrence Block, Secretary, Chicago School Finance Authority, transmitting an ordinance to provide for the levy of taxes to pay principal of and interest on an issue of General Obligation School Assistance Bonds, Series E (1984), of the Chicago School Finance Authority, which was *Referred to the Committee on Finance.*

RECOMMENDATIONS BY COMMISSIONER OF DEPARTMENT OF PLANNING AND ACTING ZONING ADMINISTRATOR.

Also a communication signed by Elizabeth Hollander, Commissioner of Planning, under date of November 2, 1984, showing the recommendations of the Commissioner and Acting Zoning Administrator concerning map amendments for which public hearings were held

October 30, 1984, in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969. -- *Placed on File.*

ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

Also applications (in triplicate) together with the proposed ordinances for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

Andrew Carroll -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 16-K bounded by

a line 110.94 feet south of and parallel to W. 46th Street; S. Keeler Avenue; a line 210.94 feet south of and parallel to W. 46th Street; and the alley next west of and parallel to S. Keeler Avenue;

Catholic Theological Union -- to classify as an R7 General Residence District instead of an R6 General Residence District the area shown on Map No. 12-C bounded by

E. 54th Street; the alley next east of and parallel to S. Cornell Avenue; a line 100.14 feet south of and parallel to E. 54th Street; and S. Cornell Avenue;

Love and Faith M. B. Church -- to classify as an R5 General Residence District instead of a C1-1 Restricted Commercial District the area shown on Map No. 2-I bounded by

a line 215 feet north of and parallel to W. Harrison Street; S. Washtenaw Avenue; a line 103 feet north of and parallel to W. Harrison Street; and a line 77 feet west of and parallel to S. Washtenaw Avenue (known as 512 S. Washtenaw Avenue);

and

a line 103 feet north of and parallel to W. Harrison Street; S. Washtenaw Avenue; W. Harrison Street; and a line 77 feet west of and parallel to S. Washtenaw Avenue (known as 2700 W. Harrison Street);

Phelan & Doyle, Limited -- to classify as an R2 Single-Family Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 16-K bounded by

W. 69th Street; a line 297.36 feet west of the centerline of S. Kildare Avenue extended where no street exists; a line from a point 297.36 feet west of S. Kildare Avenue, extended where no street exists, and 354.07 feet south of and perpendicular to W. 69th Street, to a point on the south line of W. 69th Street 804.60 feet west of the centerline of S. Kildare Avenue, extended where no street exists;

St. Pauls House Corporation -- to classify as an Institutional Planned Development instead of an R4 General Residence District the area shown on Map No. 9-I bounded by

a line 388 feet north of W. Grace Street; N. California Avenue; W. Grace Street; and N. Mozart Street.

CLAIMS AGAINST CITY OF CHICAGO.

Also claims against the City of Chicago, which were *Referred to the Committee on Claims and Liabilities*, filed by the following:

All Star Food and Liquor, Inc., Allstate Ins. and Theodra M. Welch, American Ambassador Casualty Co. and George Branch, Alexander Pat;

Bentley W. James, Brewer LuCanda, Brown Harry W., Brown Pearlean;

Commerford Cynthia L., Conterio Karen, Corbin Lazora;

Daniels Richard M., DeRosa Frank A.;

Economy Fire and Casualty Co. and Darryl P. Butler, Estrada Westein B.;

Federal Insurance Co. and Angeline Ruoti, Frankel Furniture Inc.;

Gai Sun Sai, Gonzales Jose T.;

Jesse Cermak Corp., Johnson Jacqueline L., Jones Lillie M.;

Kasper Eugene R.;

LaFargue Michael E., Lake Queen Esther, Lungin Sam;

Marshall Luevna, Mastrangelo Albert J., McCloy John D., McGoorty Emily R.;

Nykrin James;

Ortega Felipe;

Perez Maria, Perez Robert Jr.;

Read John Kenneth, Robinson Lamont, Rockett Sylvia;

Sakovic Rade, Shapiro Gloria, Shoudis Mark P., Stanford Anthony, State Farm Ins. Co. and (6) Tony Graupera, John King, Edmund J. and Tobin Kucharski, Helen Lech, Robert W. and Judith Metcalf and Leroy Norquist, Strong Ralph J.;

Teichner Bruce A.;

Van Hecke Shirley;

Watts Emanuel and Pauline, Williams Lavina, Wysocki Joseph;

Zack Buddy E.

Placed on File -- REPORT OF VOUCHER PAYMENTS FOR
PERSONAL SERVICES FOR MONTH OF OCTOBER,
1984.

The City Clerk transmitted the following report received from Walter K. Knorr, City Comptroller, which was *Placed on File* and ordered published:

[Voucher payments printed on page 10869 of this Journal.]

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**AUTHORITY GRANTED FOR REPROGRAMMING OF COMMUNITY
DEVELOPMENT BLOCK GRANT SALVAGE FUNDS FOR
NORTH HALSTED TRIANGLE PROJECT.**

The Committee on Finance submitted a report recommending that the City Council adopt the following proposed resolution transmitted therewith:

WHEREAS, The City Council of the City of Chicago passed an ordinance on June 6, 1984, establishing procedures for the Community Development Block Grant Program which required that the City shall not reprogram funds in excess of \$7,500 appropriated for any object or purpose set forth in the C.D.B.G. Appropriation ordinance or allocations from prior block grant years without the approval of the City Council; and

WHEREAS, The Commissioner of the Department of Economic Development ("the Department") requests additional Community Development Block Grant funds totaling \$336,007.51 be allocated to fully fund the construction costs of the North Halsted Triangle Project; and

WHEREAS, The North Halsted Triangle Project is a consolidation of the Eastman/Evergreen project and the Weed and Dayton Streets projects for which engineering has been completed; and

WHEREAS, The Department and the Office of Budget and Management have identified salvage funds from the closeout of completed projects implemented by the Department; now, therefore,

Be It Resolved by the City Council of the City of Chicago:

SECTION 1. The sum of \$336,007.51 be reprogrammed from available salvage to the Year X Community Development Block Grant Industrial Street Improvement Program for construction of the North Halsted Triangle Project to be used in conjunction with \$950,000 of Year VIII funds currently budgeted for construction of the Dayton Street project.

(Continued on page 10870)

11/14/84

COMMUNICATIONS, ETC.

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PERSONAL SERVICES PAID BY VOUCHER FOR OCTOBER 1984

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	p/h p/h Settlement	OCT. 1984
Amos Myrick	2822 S. Calumet	Consumer Services	Farmers' Mkt. Mgr.	100	8.00		1,176.00
Michael Rembert	4739 W. Monroe	"	Consumer Service Aide	"	7.50		1,155.00
Daniel Buckley	5256 N. Lind	Fire	Fireman	"	54.76		54.76
Louis Busch	12808 S. Saginaw	"	"	"	5,279.40		5,279.40
Robert Coyle	11536 S. Central Pk.	"	"	"	6,107.85		6,107.85
Bernard Doherty	3411 W. 60 St	"	"	"	3,240.40		3,240.40
Gerald Fairbank	13240 S. Ave F	"	"	"	5,544.82		5,544.82
William P. Grannon	3721 W. 85 St	"	"	"	2,346.57		2,346.57
Arthur Harders	11108 S. Bell	"	"	"	6,955.40		6,955.40
P. J. McDonough	4555 N. Melvina	"	"	"	5,990.47		5,990.47
William Niemoth	11130 S. Artesian	"	"	"	36.51		36.51
Roland Oak	12737 S. Marquette	"	"	"	7,213.53		7,213.53
William Schneidwind	5355 W. Dakin	"	"	"	8,404.81		8,404.81
Paul A. Stephens	1643 N. New	"	"	"	7,213.53		7,213.53
Harrison Dozier	630 E. 84	Police	Policeman	"	2,408.51		2,408.51

(Continued from page 10868)

SECTION 2. Salvage funds totaling \$336,007.51 shall be reprogrammed from the following completed Industrial Street Improvement projects: 36th Place, \$115,555.28; Kingsbury (Kinzie-Grand), \$120,750.01; Eastman/Evergreen engineering, \$90,000.00; and from general program salvage \$9,702.22.

SECTION 3. This resolution shall be effective from and after its passage.

On motion of Alderman Burke, the said proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 42.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

AUTHORITY GRANTED FOR REPROGRAMMING OF YEAR X
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM
LOCAL OPTION TO FIRST AID
CARE TEAM PROGRAM.

The Committee on Finance submitted a report recommending that the City Council adopt a proposed resolution transmitted therewith:

WHEREAS, The City Council of the City of Chicago passed an ordinance on June 6, 1984, establishing procedures for the Community Development Block Grant Program which required that the City shall not reprogram funds in excess of \$7,500 appropriated for any object or purpose set forth in the C.D.B.G. Appropriation Ordinance or allocations from prior block grant years without the approval of the City Council; and

WHEREAS, The City's 1983 Emergency Jobs Bill Community Development Block Grant ("Jobs Bill C.D.B.G.") program which was approved by the City Council on May 26, 1983, allocated \$100,000 to the First Aid Care Team ("FACT") program administered by the Chicago Fire Department and the Parkway Community House, a not-for-profit organization; and

WHEREAS, The FACT program, in conjunction with a training contract funded under the Job Training Partnership Act ("JTPA") through the City Colleges of Chicago, trains residents of the Chicago Housing Authority, Robert Taylor Homes, as Emergency Medical Technicians and provides an immediate, interim response system to medical emergencies in the CHA complex; and

WHEREAS, The Jobs Bill C.D.B.G. funds allocated to the FACT Program will be expended as of November 15, 1984; and

WHEREAS, The City deems it desirable to continue this program through the end of C.D.B.G. Year X; now, therefore,

Be It Resolved by the City Council of the City of Chicago:

SECTION 1. The sum of \$97,916 of C.D.B.G. Year X Local Option funds be allocated to the First Aid Care Team (FACT) program administered by the Chicago Fire Department.

SECTION 2. Of the \$97,916 allocated to the FACT program, the Mayor is authorized to execute a contract with the Parkway Community House, a not-for-profit organization, in the amount of \$79,765.

SECTION 3. This resolution shall be effective from and after its passage.

On motion of Alderman Burke, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 42.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

AUTHORITY GRANTED TO REPROGRAM YEAR X COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS FOR TRANSFER OF
FUNDS TO SPANISH COALITION FOR JOBS,
INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council adopt the following proposed resolution transmitted herewith:

WHEREAS, The City Council of the City of Chicago passed an ordinance on June 6, 1984, establishing procedures for the Community Development Block Grant Program which required that the City shall not reprogram funds in excess of \$7,500 appropriated for any object or purpose set forth in the C.D.B.G. Appropriation Ordinance or allocations from prior block grant years without the approval of the City Council; and

WHEREAS, Said ordinance allocated \$58,190 to the Jobs Bill Training Program administered by the Mayor's Office of Employment and Training to fund a contract with the Gads Hill Center located at 1737 West 18th Street to provide job placement services; and

WHEREAS, The Board of Directors of the Spanish Coalition for Jobs, Inc. has agreed to provide job placement services at the Gads Hill Center site at 1737 West 18th Street; and

WHEREAS, The Board of Trustees of the Gads Hill Center, in the interest of having the job placement services provided efficiently and effectively, has requested that said contract be cancelled and the \$58,190 of C.D.B.G. Year X funds be reprogrammed to the Spanish Coalition for Jobs, Inc.; and

WHEREAS, The Spanish Coalition for Jobs, Inc. currently has a Year X C.D.B.G. funded contract to provide job training services; and

WHEREAS, The Director of the Mayor's Office of Employment and Training and the Budget Director deem it desirable that the C.D.B.G. funded job placement services be provided efficiently and effectively to the residents of the community for which the funds were originally appropriated; now, therefore,

Be It Resolved by the City Council of the City of Chicago:

SECTION 1. The existing contract between the City of Chicago and the Gads Hill Center authorized by the C.D.B.G. Year X Ordinance be cancelled and the funds be reprogrammed to the Spanish Coalition for Jobs, Inc.

SECTION 2. The additional sum of \$58,190 of C.D.B.G. Year X funds be allocated to the Spanish Coalition for Jobs, Inc. and the existing contract funded with C.D.B.G. Year X funds be amended to include job placement services.

SECTION 3. This resolution shall be effective from and after its passage.

On motion of Alderman Burke, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 42.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

AUTHORITY GRANTED FOR SUBMISSION OF URBAN
DEVELOPMENT ACTION GRANT APPLICATION
FOR MILWAUKEE AND DEVON COMMUNITY
SHOPPING CENTER PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted herewith:

WHEREAS, In order to develop viable urban communities, the Housing and Community Development Act of 1974, as amended, provides that Urban Development Action Grants are available to cities to help fund development projects which promote decent housing and stimulate private investment in urban communities; and

WHEREAS, Dodi Developments, Inc., a Delaware corporation, has proposed to develop 5.7 acres of property bounded by Milwaukee, Devon and Nagle Avenues, commonly known as 6413-6445 West Devon, 6374-6390 North Milwaukee and 6300-6340 North Nagle, Chicago, Illinois, into a small shopping center which will house a Dominick's Grocery Store and Walgreen Drug Store; and

WHEREAS, The proposed project is expected to create 250 new permanent jobs; and

WHEREAS, The City of Chicago through its Department of Economic Development desires to apply for an Urban Development Action Grant in the amount of \$2,380,000, to be used along with private funds in the amount of \$7,836,000 to implement and complete the proposed project; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Mayor is hereby authorized to submit to the United States Department of Housing and Urban Development on behalf of the City of Chicago, an application for an Urban Development Action Grant in the amount of \$2,380,000 for partial funding of the Milwaukee and Devon Community Shopping Center Project.

SECTION 2. The Mayor or the Commissioner of Economic Development is authorized to act in connection with the application, to give what assurances are necessary and to provide such additional information as may be required by the United States Department of Housing and Urban Development.

SECTION 3. In the event the application is approved, the Commissioner of Economic Development is hereby authorized to enter into and execute on behalf of the City of Chicago, an Urban Development Action Grant Agreement with the Department of Housing and Urban Development and any amendments thereto, for the partial funding of the Milwaukee and Devon Community Shopping Center Project.

SECTION 4. This ordinance shall be effective by and from the date of its passage.

On motion of Alderman Burke, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 42.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

AUTHORITY GRANTED FOR SUBMISSION OF URBAN
DEVELOPMENT ACTION GRANT APPLICATION FOR
CLARK-WELLINGTON PLAZA PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, In order to develop viable urban communities, the Housing and Community Development Act of 1974, as amended, provides that Urban Development Action Grants are available to cities to help fund development projects which promote decent housing and stimulate private investment in urban communities; and

WHEREAS, The Clark-Wellington Venture, a general partnership, has proposed to acquire and develop a 56,860 square foot site located at the northeast corner of Clark and Wellington, Chicago, Illinois, into an 11-store, 28,855 square foot off-price center; and

WHEREAS, The proposed project is expected to create 82 new permanent jobs; and

WHEREAS, The City of Chicago through its Department of Economic Development desires to apply for an Urban Development Action Grant in the amount of \$700,000, to be used along with private funds in the amount of \$2,581,000 to implement and complete the proposed project; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Mayor is hereby authorized to submit to the United States Department of Housing and Urban Development on behalf of the City of Chicago, an application for an Urban Development Action Grant in the amount of \$700,000 for partial funding of the Clark-Wellington Plaza Project.

SECTION 2. The Mayor or the Commissioner of Economic Development is authorized to act in connection with the application, to give what assurances are necessary and to provide such additional information as may be required by the United States Department of Housing and Urban Development.

SECTION 3. In the event the application is approved, the Commissioner of Economic Development is hereby authorized to enter into and execute on behalf of the City of Chicago, an Urban Development Action Grant Agreement with the Department of Housing and Urban Development and any amendments thereto, for the partial funding of the Clark-Wellington Plaza Project.

SECTION 4. This ordinance shall be effective by and from the date of its passage.

On motion of Alderman Burke, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 42.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

AUTHORITY GRANTED FOR ACQUISITION OF CHICAGO
THEATER AND PAGE BROTHERS BUILDING AND
CERTAIN OTHER ACTIONS IN
CONNECTION THEREWITH.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the acquisition of the Chicago Theater and Page Brothers Building et cetera.

On motion of Alderman Burke, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 42.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago (the "City") on January 28, 1984 adopted an ordinance designating the Chicago Theater and the Page Brothers Building as "Chicago Landmarks," all in accordance with the Landmark Ordinance, Chapter 21, Sections 21-64 through 21-64.3 of the Municipal Code of Chicago; and

WHEREAS, These structures are important parts of the fabric of Chicago's history, the Chicago Theater being the first and finest of the great movie palaces and the Page Brothers Building being the last remaining example in Chicago of a cast iron front; and

WHEREAS, The owner of the Chicago Theater and the Page Brothers Building, namely Plitt Theaters, Inc., has applied for the issuance of a demolition permit to demolish such landmarks and has filed a proceeding entitled *Plitt Theaters, Inc. -v- City of Chicago*, Case Number 83 L 50185, requesting the issuance of a demolition permit, damages and a finding of inverse condemnation; and

WHEREAS, A private development group known as the Chicago Theater Preservation Group, Ltd., (the "Developer") has offered to purchase the Chicago Theater and Page Brothers Building on or before June 1, 1985 pursuant to its [Letter of Intent] dated November 9, 1984; and

WHEREAS, The Developer intends to preserve, protect, perpetuate and enhance the Chicago Theater and the Page Brothers Building, and such preservation will promote the welfare of the citizenry of the City of Chicago; and

WHEREAS, The Developer agrees to acquire the property and rehabilitate same for a total project cost of approximately \$24,000,000; and

WHEREAS, Plitt Theaters, Inc. has consented to the entry of a consent judgment order which will cause it to convey the title of the Chicago Theater and the Page Brothers Building to the City of Chicago or to its assigns; and

WHEREAS, The equity financing for such acquisition and rehabilitation is conditioned on the availability to the Developer of the tax benefits arising from granting facade easements with respect to the Chicago Theater and Page Brothers Building, a U.D.A.G. provided loan in the amount of \$5,000,000 the result of which will be to preserve and maintain such buildings for the citizenry of the City of Chicago; and

WHEREAS, Pursuant to the proposed consent judgment order the City shall make an initial payment of \$2,000,000 on or before December 10, 1984 and that there shall be a payment of \$11,500,000 by June 1, 1985, the second payment being subject to the aforementioned financing conditions; and

WHEREAS, The judgment order shall provide for satisfaction of all damages, will order real estate tax relief and will require the owner to maintain the property for the period ending June 1, 1985; and

WHEREAS, It is the considered opinion of this body that the Chicago Theater and the Page Brothers Building should be preserved for the use and enjoyment by the citizenry of the City of Chicago and therefore the City should contribute \$2,000,000 toward the acquisition and preservation of the said properties; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The acquisition, by a consent judgment order in substantially the form transmitted to this body, of the Chicago Theater and Page Brothers Building, for the sum of \$13,500,000 and a real estate tax refund is hereby approved.

SECTION 2. There is hereby created a fund separate from Corporate Purposes Fund entitled The Chicago Theater Acquisition Fund. All monies granted to, transferred to, donated to or otherwise received by the City for the payment of the judgment described in this ordinance and for retention and maintenance of the Chicago Theater and Page Brothers Building shall be credited to such fund. There is hereby appropriated from such fund to be expended at the direction of the Mayor (a) the sum of \$2,000,000 to be paid pursuant to the terms of the consent judgment order by December 10, 1984, (b) the sum, not to exceed \$2,000,000 plus interest, to repay any loan obtained to fund the said Chicago Theater Acquisition Fund.

SECTION 3. The Commissioner of the Department of Planning, together with the owners of the said property, are authorized to apply to the United States Department of Housing and Urban Development for a U.D.A.G. grant to assist in the overall development and acquisition of the Chicago Theater and Page Brothers Building.

SECTION 4. Upon the approval of the above U.D.A.G. application by the Secretary of the United States Department of Housing and Urban Development, the Commissioner of the Department of Planning is authorized to enter into and execute on behalf of the City of Chicago, Department of Planning, an Urban Development Action Grant Agreement by and between the City of Chicago and the United States Department of Housing and Urban Development for the partial funding of the Chicago Theater/Page Brothers Preservation Project.

SECTION 5. The Commissioner of Planning is hereby authorized to enter into and execute on behalf of the City of Chicago a redevelopment agreement with the Chicago Theater Preservation Group, Ltd., an Illinois corporation, which will provide for such rehabilitation and facilitate the donation of facade easements required as a condition of the equity financing and as a result of which will insure the preservation of the Chicago Theater and Page Brothers Building, and to cause said agreement to be executed. A copy of the said redevelopment agreement shall be transmitted to the Committee on Finance of the City Council for its approval prior to acquisition.

SECTION 6. The Mayor, the Commissioner of the Department of Planning and the City Clerk are authorized to execute all documents necessary to implement the terms of this ordinance.

SECTION 7. This ordinance shall be effective upon its passage and approval.

Judgment Order attached to this ordinance reads as follows:

IN THE CIRCUIT COURT OF COOK COUNTY,
ILLINOIS SPECIAL REMEDIES DIVISION

Plitt Theaters, Inc.,

Plaintiff,

-vs-

City of Chicago and William L. Duggan

Defendants

Landmarks Preservation Council of
Illinois, et al.,

No. 83 L 50185

Judge James C. Murray

))
Intervenors.))

Agreed Judgment Order

This matter coming on to be heard on the order of this Court after trial to determine if the City of Chicago (the "City") has taken the real property of Plitt Theaters, Inc. ("Plitt"), commonly known as the Chicago Theater and Page Brothers Building, generally located at the southeast corner of State Street and Lake Street in Chicago, Illinois, as alleged in plaintiff's complaint and for a determination of just compensation if this Court finds that a taking has occurred; and the Court having heard and reviewed the evidence, both oral and documentary, which has been submitted by all parties, and it appearing that:

A. Plitt has alleged, and offered evidence supporting its allegations, that the City of Chicago, by refusing to issue a demolition permit for the Chicago Theater and Page Brothers Building, acted arbitrarily and capriciously and in violation of Plitt Theater's clear, absolute right to use its property as permitted by the Chicago Zoning Ordinance.

B. Plitt has alleged, and offered evidence supporting its allegations, that the City of Chicago began taking steps to preserve the Chicago Theater and Page Brothers Building in 1975, and advised Plitt Theaters in 1979 that the City would not issue a demolition permit for the Chicago Theater and Page Brothers Building both because the structures were potential landmarks and were subject to the City's North Loop development plan.

C. Plitt has alleged, and offered evidence supporting its allegations, that action of the City of Chicago in refusing to issue demolition permits to Plitt Theaters, Inc. constituted, in this case, a taking of Plitt Theaters, Inc.'s property, commonly known as the Chicago Theater and Page Brothers Building, the legal description of which is in plaintiff's complaint.

D. Plitt has alleged, and offered evidence supporting its allegations, that both the City's refusal to issue the demolition permits to Plitt Theaters, Inc. and the City's designation of the properties as Chicago Landmarks, deprive Plitt Theaters, Inc. of all reasonable beneficial use or return from the Chicago Theater and Page Brothers Building.

E. Plitt has alleged, and offered evidence supporting its allegations, that the City's refusal to issue the demolition permits, both upon Plitt's original application in November, 1982 and by the City Council's not having enacted an ordinance with respect to the permits in July, 1984, and the City's designation of the properties as Chicago Landmarks, prevent Plitt Theaters, Inc. from using the Chicago Theater and Page Brothers Building for any economically viable use.

F. Plitt has alleged, and offered evidence supporting its allegations, that Plitt Theaters, Inc. has sustained substantial damages and losses because of the action of the City of Chicago; that by keeping the Chicago Theater and Page Brothers Building in operation, Plitt attempted to mitigate those damages; and that by such action Plitt did foster the City's desire to preserve the building.

G. The City has alleged, and offered evidence supporting its allegations, that the failure to issue demolition permits was proper and legal and that the owner retained reasonable beneficial use and return with respect to the properties.

The court having heard the foregoing evidence, and being fully advised in the premises, FINDS:

- i. Plitt Theaters, Inc. is entitled to damages for the temporary taking of its property.
- ii. Plitt Theaters, Inc. is entitled to monetary damages for the temporary taking of its property.
- iii. The damages to Plitt Theaters, Inc. for the temporary taking of the Chicago Theater and Page Brothers Building through the date of this Order is Two Million Dollars (\$2,000,000).
- iv. The return and refund by the County Treasurer of real estate taxes paid on the subject property as proven by the evidence in the amount of \$529,781.81 for the period during which the City's actions constituted a temporary taking of Plitt's property.

The Court is advised by the City of Chicago through its attorneys, James D. Montgomery, Corporation Counsel, and Earl L. Neal, Special Assistant Corporation Counsel, and by Plitt Theaters, Inc., through its attorney, Thomas T. Burke of Burke and Ryan, that the parties have resolved their differences and have submitted to this Court a settlement agreement, the terms of which are as follows:

(a). That Two Million Dollars (\$2,000,000) be paid by the City of Chicago, directly to Plitt Theater, Inc. for the damages sustained as set forth above, on or before December 10, 1984.

(b). That the Cook County Treasurer refund on or before December 10, 1984 past real estate taxes in the amount of \$529,781.81 paid by Plitt Theaters, Inc. for the period of time that Plitt Theaters, Inc.'s property was temporarily taken by the City of Chicago, and during which period of time Plitt was unable to economically utilize its property.

(c). That upon payment of Eleven Million Five Hundred Thousand Dollars (\$11,500,000) not later than June 1, 1985, directly to Plitt Theaters, Inc. through its attorneys, Burke and Ryan, title to the real estate described hereinafter will vest by operation of this judgment order with the City of Chicago or its assigns. Said amount, by agreement of Plitt Theaters, Inc. and the City of Chicago, shall represent full compensation to Plitt Theaters, Inc. for its interest in the aforesaid subject property and for the vesting of fee simple absolute title of said property in the City of Chicago or its assigns. If requested by the City, Plitt Theaters, Inc. will forward deeds to effect the passage of title to the assigns of the City.

(d). The payment of the Eleven Million Five Hundred Thousand Dollars (\$11,500,000) to be paid to Plitt Theaters, Inc. as owner of said subject property will compensate said owner for the taking of its interest in the subject property by eminent domain for the fee simple title in and to the subject property aforesaid.

(e). That Plitt Theaters, Inc. is receiving the Eleven Million Five Hundred Thousand Dollars (\$11,500,000) as just compensation in lieu of the City of Chicago's filing a petition to condemn on the subject property and that the Chicago Theater and Page Brothers Building are being taken under the threat of condemnation and the

compensation of Eleven Million Five Hundred Thousand Dollars (\$11,500,000) is a settlement in lieu of a trial on the merits of just compensation for the subject property.

(f). That Plitt Theaters, Inc. will not renew or cancel any lease pertaining to the Chicago Theater and Page Brothers Building without notice to and agreement by the City of Chicago or its assigns for the period ending June 1, 1985, if the City has fulfilled the conditions of this order.

(g). That in the event both of the aforesaid amounts of Two Million Dollars (\$2,000,000) for damages, and the \$529,781.81 back taxes are paid directly to Plitt Theaters, Inc. on or before December 10, 1984 but the City of Chicago fails to pay Plitt the Eleven Million Five Hundred Thousand Dollars (\$11,500,000) by June 1, 1985 pursuant to this order for the just compensation due, then Plitt's sole remedy will be the acceptance of a demolition permit for the subject property and Plitt will retain the aforesaid amounts as damages and returned real estate taxes and the City unconditionally waives any claim to said amounts.

(h). That if the City of Chicago fails to pay by June 1, 1985 directly to Plitt Theaters, Inc. the Eleven Million Five Hundred Thousand Dollars (\$11,500,000) then the City will immediately issue a demolition permit to Plitt Theaters, Inc. for the premises known as Chicago Theater and Page Brothers Building.

(i). That upon payment of Eleven Million Five Hundred Thousand Dollars (\$11,500,000), the sum herein agreed to as just compensation, title to subject premises will vest in the City of Chicago or its assigns as of November 12, 1982.

And the Court, being fully advised in the premises, *Doth Order And Adjudge:*

1. That Two Million Dollars (\$2,000,000) be paid by the City of Chicago directly to Plitt Theaters, Inc. for the damages sustained as set forth above, on or before December 10, 1984.

2. That the Cook County Treasurer shall refund on or before December 10, 1984 past real estate taxes in the amount of \$529,781.81 paid by Plitt Theaters, Inc. for the period of time that Plitt Theaters, Inc.'s property was temporarily taken by the City of Chicago and during which period of time Plitt was unable to economically utilize its property.

3. That upon payment of Eleven Million Five Hundred Thousand Dollars (\$11,500,000) no later than June 1, 1985 by the City of Chicago, payable directly to Plitt Theaters, Inc. through its attorneys, Burke and Ryan, title to the following described real estate will vest by operation of this judgment order with the City of Chicago or pursuant to direction to Plitt by the City, to the assigns of the City:

Chicago Theater

The South sixty feet of Lots one, two, and three and all of Lots four, five, six, seven, eight, nine and ten, in Block Nine, Fort Dearborn Addition to Chicago in the Southwest Quarter of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Page Brothers Building

Lots one, two and three in Block nine in Fort Dearborn Addition to Chicago (except the south sixty feet of each of said lots) in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said amount, by agreement of Plitt Theaters, Inc. and the City of Chicago, shall represent full compensation to Plitt Theaters, Inc. for its interest in the aforesaid subject property and for the vesting of fee simple absolute title to said property in the City of Chicago or its assigns. If requested by the City, Plitt Theaters, Inc. will forward deeds and all other documents necessary to convey fee simple absolute title in said properties to the City or its assigns.

4. The payment of the Eleven Million Five Hundred Thousand Dollars (\$11,500,000) to Plitt Theaters, Inc. as owner of said subject property will compensate said owner for the taking of its interest in the subject property by eminent domain for the fee simple title in and to the subject property aforesaid.

5. That Plitt Theaters, Inc. is receiving the Eleven Million Five Hundred Thousand Dollars (\$11,500,000) as just compensation in lieu of the City of Chicago filing a petition to condemn with respect to the subject property and that the Chicago Theater and Page Brothers Building is being taken under the threat of condemnation and the compensation of Eleven Million Five Hundred Thousand Dollars (\$11,500,000) is a settlement in lieu of a trial on the merits of just compensation for the subject property.

6. Until the 30th day after entry of this order, or, if the City has complied with the conditions of Paragraph 1 of this order, until the earlier of (a) the City's compliance with Paragraph 3 of this order or (b) June 1, 1985, Plitt shall maintain the Chicago Theater and the Page Brothers Building in substantially the same condition as said buildings are in as of the date of this order and shall keep open and operate the properties in substantially the same manner as currently. During such period Plitt will not renew, cancel or modify the terms of any lease or tenancy.

7. That in the event both of the aforesaid amounts of Two Million Dollars (\$2,000,000) for damages, and the \$529,781.81 back taxes are paid directly to Plitt Theaters, Inc. on or before December 10, 1984, but the City of Chicago fails to pay Plitt the Eleven Million Five Hundred Thousand Dollars (\$11,500,000) by June 1, 1985, Plitt's sole remedy will be the acceptance of a demolition permit for the subject property and Plitt will retain the aforesaid amounts as damages and returned real estate taxes and the City unconditionally waives any claim to said amounts.

8. That if the City of Chicago fails to pay by June 1, 1985, directly to Plitt Theaters, Inc. the Eleven Million Five Hundred Thousand Dollars (\$11,500,000), then the City will immediately issue a demolition permit to Plitt Theaters, Inc. for the premises known as Chicago Theater and the Page Brothers Building.

9. That upon payment of Eleven Million Five Hundred Thousand Dollars (\$11,500,000), the sum herein agreed to as just compensation, title to the subject premises will vest in the City of Chicago or its assigns as of November 12, 1982.

It Is Further Ordered, that upon payment to Plitt of Eleven Million Five Hundred Thousand Dollars (\$11,500,000), the City or its assigns shall have the right to possession of the subject property as described above.

It Is Further Ordered, that in the event Plitt Theaters, Inc. has not vacated the subject property on the date that the City has the right of possession thereof as hereinbefore designated, this Court shall retain jurisdiction of this cause for the purpose of awarding the City of Chicago writ or writs of assistance to place the City in possession.

It Is Further Ordered, that this Court shall retain jurisdiction for the purpose of enforcing Plitt Theaters, Inc.'s rights pursuant to this judgment order, by way of specific performance or any other remedy which this Court deems just and proper in accordance with the terms aforesaid of this Judgment Order.

It Is Further Ordered, that by agreement of the parties' affixing their signatures hereto that all rights of appeal are herein waived.

ENTER:

AGREED:

JUDGE

CITY OF CHICAGO

AGREED:

PLITT THEATERS, INC.

By: _____
Corporation Counsel

By _____
Thomas T. Burke,
Its Attorney

**ALLOCATION OF MOTOR FUEL TAX FUNDS AUTHORIZED FOR
ENGINEERING AND INSTALLATION OF TRAFFIC CONTROL
SIGNALS AT WEST 95TH STREET AND SOUTH
PARNELL AVENUE.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and installation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax Funds which have been or may be allotted to the City of Chicago.

Intersection	Estimated Cost
West 95th Street and South Parnell Avenue	\$ 95,000.00

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer for District No. 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Burke, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 42.

Nays -- None.

ALLOCATION OF MOTOR FUEL TAX FUNDS AUTHORIZED
FOR ENGINEERING AND INSTALLATION OF TRAFFIC
CONTROL SIGNALS AT WEST 53RD STREET
AND SOUTH KEDZIE AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and installation of traffic control signals as follows, to be paid for out of

that part of the Motor Fuel Tax Funds which have been or may be allotted to the City of Chicago.

Intersection	Estimated Cost
West 53rd Street and South Kedzie Avenue	\$ 95,000.00

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer for District No. 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Burke, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 42.

Nays -- None.

ALLOCATION OF MOTOR FUEL TAX FUNDS AUTHORIZED FOR
ENGINEERING AND INSTALLATION OF TRAFFIC CONTROL
SIGNALS AT SPECIFIED LOCATIONS.

The Committee on Finance submitted a report recommending that the City Council pass the following two proposed ordinances transmitted therewith:

West Addison Street and North Panama Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and installation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax Funds which have been or may be allotted to the City of Chicago.

Intersection	Estimated Cost
West Addison Street and North Panama Avenue	\$95,000

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer for District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

North Panama Avenue and North Forest Preserve Drive.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and installation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax Funds which have been or may be allotted to the City of Chicago.

Intersection	Estimated Cost
North Panama Avenue and North Forest Preserve Drive	\$95,000

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer for District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Burke, *each* of the foregoing proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 42.

Nays -- None.

**AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS
AND LICENSE FEE EXEMPTIONS FOR CERTAIN
CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.**

The Committee on Finance to which had been referred (December 28, 1983, September 25, 1984 and October 31, 1984) sundry proposed ordinances transmitted therewith to authorize the issuance of free permits and license fee exemptions for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

On separate motions made by Alderman Burke, *each* of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 42.

Nays -- None.

Said ordinances as passed read respectively as follows (the italic heading in each case not being a part of the ordinance):

FREE PERMITS.

Chicago Filmmakers.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Chicago Filmmakers (not-for-profit arts organization in the City) for renovation of the screening facilities on the premises known as 6 W. Hubbard Street.

Said building shall be used exclusively for artistic functions and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

El Valor Corporation.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to El Valor Corporation, 1850 W. 21st Street for the construction of a nine-unit for the handicapped on the premises known as 1913 W. 19th Street.

Said building shall be used exclusively for residency for the handicapped and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

G. & M. Electrical Contractors Company.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to G. & M. Electrical Contractors Company, 1746 N. Richmond Street for upgrading the electrical power at the University of Illinois Eye and Ear Infirmary on the premises known as 1855 W. Taylor Street, Chicago.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Grace Convalescent Home.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Grace Convalescent Home, 2800 W. Grace Street for construction of a new skilled nursing wing on the premises known as 2800 W. Grace Street.

Said building shall be used exclusively for nursing care and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

LICENSE FEE EXEMPTION.

Bohemian Home For The Aged.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Bohemian Home for the Aged, 5061 N. Pulaski Road, is hereby exempt from payment of the annual license fee provided therefor in Section 136-4, for the year 1985.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

AUTHORITY GRANTED FOR LICENSE FEE EXEMPTIONS
TO WOMEN'S AUXILIARY OF NORTHWEST HOSPITAL.

The Committee on Finance submitted a report recommending that the City Council pass the following two proposed orders transmitted therewith:

Ordered, That the Department of Finance is hereby authorized and directed to give consideration to exempting the Women's Auxiliary of Northwest Hospital, 5645 W. Addison Street, from the payment of a Retail Gift Shop License Fee, for the year 1984.

Ordered, That the Department of Finance is hereby authorized and directed to give consideration to the exemption of a Retail Gift Shop License Fee, for the year 1985 for the Women's Auxiliary of Northwest Hospital, 5645 W. Addison Street.

On motion of Alderman Burke, *each* of the foregoing proposed orders was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 42.

Nays -- None.

AUTHORITY GRANTED FOR CANCELLATION OF EXISTING
WATER RATES AT SUNDRY LOCATIONS.

The Committee on Finance submitted a report recommending that the City Council pass three proposed ordinances transmitted therewith, authorizing the cancellation of existing water rates for certain charitable, educational and religious institutions at sundry locations.

On motion of Alderman Burke, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 42.

Nays -- None.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Christian Methodist Baptist Church.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel all existing water rates assessed against the Christian Methodist Baptist Church, 2800 E. 79th Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Historic Pullman Foundation.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioners of Water and Sewers are authorized and directed to cancel all existing water rates against the Historic Pullman Foundation (Hotel Florence), 11124 S. St. Lawrence Avenue.

SECTION 2. That the Bureau of Water Service is hereby authorized and directed to exempt the Historic Pullman Foundation (Hotel Florence) from the payment of any and all future rates assessed against any of the premises owned and operated by said organization in the conduct of their business.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

Reverend J. Rainey.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel all existing water rates assessed against Rev. J. Rainey, 7851 S. Burnham Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORITY GRANTED FOR REFUND OF FEE TO
TORAH TOTS DAY CARE CENTER.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted herewith:

Ordered, That the City Comptroller is hereby authorized and directed to refund \$75.00 paid by Torah Tots, 6350 N. Whipple Street, for Day Care Center license fee.

On motion of Alderman Burke, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 42.

Nays -- None.

CITY COMPTROLLER AUTHORIZED AND DIRECTED TO CANCEL
WARRANTS FOR COLLECTION ISSUED AGAINST CERTAIN
CHARITABLE, EDUCATIONAL AND RELIGIOUS
INSTITUTIONS.

The Committee on Finance to which had been referred on October 31, 1984, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

Name and Address	Warrant Number and Type of Inspection	Amount
Anshe Emet Synagogue 3760 N. Pine Grove Avenue	D3-287331 (Parking Sign)	\$60.00
Augustana Hospital 2035 N. Lincoln Avenue	Number 2 Water Tube Boiler Number 4 Scotch Marine Boiler	30.00 30.00
The Byron Center 6050 N. California Avenue	B1-408175 (Bldg.)	23.00
Children's Memorial Hospital 2300 Children's Plaza	B1-404676 (Bldg.)	23.00
	B4-400510	69.00
	B4-400208 (Inst.)	80.00
4848 N. Winthrop Towers (H.U.D.) 4848 N. Winthrop Avenue	A1-407275 (Elev.)	75.00
Goodman Theatre 200 S. Columbus Drive	D1-408706 (Sign)	7.50
	P1-406028 (Fuel Burn. Equip.)	140.00
Japanese American Service Committee 4427 N. Clark Street	A1-400571 A1-407297 (Elev.)	23.00 23.00
MoMing Dance and Arts Center 1034 W. Barry Avenue	B3-400084 (Pub. Place of Assm.)	23.00
Mundelein College 6363 N. Sheridan Road	A1-410033 (Elev.)	73.00
Northwest Home for Aged 6300 N. California Avenue	A1-409647 (Elev.)	46.00
Queen of Angels Church 2330 W. Sunnyside Avenue	B1-406037 (Bldg.)	34.50

Name and Address	Warrant Number and Type of Inspection	Amount
Rehabilitation Institute of Chicago 345 E. Superior Street	B4-400287 (Inst.)	\$149.50
Schwab Rehabilitation Center 1401 S. California Avenue	B4-400174 (Bldg.)	57.50
St. Anthony Hospital 2875 W. 19th Street	Number 1 Scotch Marine Boiler	30.00
St. Joseph's Home for Aged 2650 N. Ridgeway Avenue	B4-400201 (Inst.)	57.50
St. Joseph Hospital 2900 N. Lake Shore Drive	D3-487043 (Parking Sign)	60.00
St. Paul's House 3831 N. Mozart Street	B4-400518 (Bldg.)	46.00
University of Chicago Court Theatre 5535 S. Ellis Avenue	(Pub. Place Lic.)	30.00
University of Chicago (sundry locations)	A1-400520	46.00
	A1-406325	23.00
	A1-406868	75.00
	A1-406324	73.00
	A1-406427	46.00
	A1-401420	46.00
	A1-400633	63.00
	A1-400632	73.00
	A1-400264	75.00
	A1-407495 (Elev.)	46.00
	B2-460805	10.00

Name and Address	Warrant Number and Type of Inspection	Amount
University of Chicago (sundry locations)	B2-460806	\$31.00
	B2-460749	10.00
	B2-460748 (Rev. Door and Canopy)	10.00
	B4-400246	69.00
	B4-400263	149.50
	B4-400264	34.50
	B4-400282	69.00
	B4-400283	69.00
	B4-400564	57.50
	B4-400548	46.00
	B4-400550	46.00
	B4-400551	138.00
	B4-400552	34.50
	B4-400553	34.50
	B4-400554	80.50
	B4-400565	23.00
	B4-400016	23.00
	B4-400015	23.00
	B4-400014	23.00
	B4-400013	23.00
	B4-400034	92.00
	B4-400033	23.00
	B4-400032	23.00

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Name and Address	Warrant Number and Type of Inspection	Amount
University of Chicago (sundry locations)	B4-400031	\$46.00
	B4-400030	34.50
	B4-400039	46.00
	B4-400038	57.50
	B4-400037	57.50
	B4-400036	23.00
	B4-400035	23.00
	B4-400040	57.50
	B4-400113	46.00
	B4-400112	23.00
	B4-400111	23.00
	B4-400127	34.50
	B4-400130	69.00
	B4-400131	46.00
	B4-400132	23.00
	B4-400134	46.00
	B4-400133	46.00
	B4-400129	46.00
	B4-400143	471.50
	B4-400142	80.50
	B4-400141	23.00
	B4-400128	34.50
	B4-400115	34.50

Name and Address	Warrant Number and Type of Inspection	Amount
University of Chicago (sundry locations)	B4-400114	\$34.50
	B4-400110	23.00
	B4-400109	69.00
	B4-400116	34.50
	B4-400023	23.00
	B4-400021	34.50
	B4-400020	23.00
	B4-400018	46.00
	B4-400017	23.00
	B4-400539	69.00
	B4-400541	34.50
	B4-400542 (Inst.)	69.00
Louis A. Weiss Memorial Hospital 4646 N. Marine Drive	B4-400477	69.00
	B4-400481	69.00
	B4-400499	275.00
	B4-400531 (Inst.)	92.00
	P1-406276 (Fuel Burn. Equip.)	235.00
Wright College 3400 N. Austin Avenue	D3-385979 (Parking Sign)	100.00

On motion of Alderman Burke, the foregoing proposed substitute order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schullter, Volini, Orr, Stone -- 42.

Nays -- None.

AUTHORITY GRANTED FOR PAYMENTS OF HOSPITAL,
MEDICAL AND NURSING SERVICES RENDERED
CERTAIN INJURED MEMBERS OF POLICE
AND FIRE DEPARTMENTS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

On motion of Alderman Burke, the said proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 43.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account Number 100.9112.937:

[Regular Orders printed on pages 10898 through 10899
of this Journal.]

and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered the injured members of the Police Department and/or the Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the

(Continued on page 10900)

CITY OF CHICAGO
CITY COUNCIL ORDERS

10898

JOURNAL-CITY COUNCIL-CHICAGO

11/14/84

COUNCIL MEETING OF 11/14/84

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ANTONUCCI JOHN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/12/83	152.50
DAVEY THOMAS	POLICE OFFICER	EIGHTEENTH DISTRICT	6/07/82	75.00
DEPIT LAWRENCE R	POLICE OFFICER	SEVENTH DISTRICT	4/21/84	146.00
DORAHUF THOMAS	POLICE OFFICER	SEVENTH DISTRICT	10/23/81	35.00
EPSTIN RICHARD	POLICE OFFICER	NINTH DISTRICT	4/06/84	84.00
FLAVIN JAMES M	POLICE OFFICER	SEVENTH DISTRICT	5/10/84	260.00
FRANKIEWICZ VICTOR	POLICE OFFICER	MOTOR MAINTENANCE DIVISION	9/08/83	129.00
FRATIN ROBERT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/29/84	100.00
GRANT JAMES C	POLICE OFFICER	ELEVENTH DISTRICT	6/29/84	276.50
GREENWICH FRANK C	POLICE OFFICER	FOURTEENTH DISTRICT	12/26/82	1116.43
HILL KEVIN B	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/15/84	136.60
JANDA JOHN S	POLICE OFFICER	DETECTIVE DIV AREA 1 VIOLENT C	1/10/84	40.00
KEITH JOSEPH	POLICE OFFICER	EIGHTH DISTRICT	7/31/84	36.00
KLARK EDWARD P	POLICE OFFICER	TRAFFIC COURT SECTION	12/20/83	151.15
KLEFIDON MARK S	POLICE OFFICER	TWELFTH DISTRICT	6/03/83	223.00
MCNICHILAS JACK J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/11/84	195.00
MICKLEPOROUGH MICHAEL	POLICE OFFICER	EIGHTEENTH DISTRICT	6/17/84	296.54
MOISAN LOUIS A	POLICE OFFICER	FIFTH DISTRICT	4/15/84	6292.30
MUSQUEDA ANGELU	POLICE OFFICER	TWENTIETH DISTRICT	6/29/84	103.75
PALMER JOSEPH	POLICE OFFICER	ENFORCEMENT SECTION	4/19/83	95.00
PARKER JAMES E	POLICE OFFICER	SPECIAL OPERATIONS GROUP-WEST	7/29/84	361.00
PEOPLES JOHN	POLICE OFFICER	THIRD DISTRICT	3/06/84	232.00
RACE LARRY L	POLICE OFFICER	FOURTH DISTRICT	7/23/84	155.00
REIMER ROBERT D	POLICE OFFICER	SIXTH DISTRICT	2/09/84	65.00
RIGDENBACH CARL	POLICE OFFICER	FIFTH DISTRICT	7/21/84	275.00
RILEY JAMES	POLICE OFFICER	VICE CONTROL SECTION	7/12/84	146.00
RIORDAN JOHN D	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/11/84	201.50
RUDRIGUEZ JOSE M	POLICE OFFICER	FOURTEENTH DISTRICT	7/31/84	201.00
SANCHEZ DANIEL JR	POLICE OFFICER	TWELFTH DISTRICT	7/09/84	199.00
SARGUS ROBERT L	POLICE OFFICER	SEVENTEENTH DISTRICT	7/31/84	246.00
SCHMIDT HARRY G	POLICE OFFICER	OHARE SECURITY	7/21/84	133.00
SIMPSON STEVEN W	POLICE OFFICER	EIGHTEENTH DISTRICT	2/28/84	173.00
SORLEWSKI ANDREW G	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/15/84	30.00
SORIE STANISLAW J	POLICE OFFICER	NINTH DISTRICT	12/01/81	6188.45
SOTO MARIA M	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/03/84	52.18
SPRAGGINS CLARENCE	POLICE OFFICER	SECOND DISTRICT	1/14/83	88.00
SULLIVAN KEITH	POLICE OFFICER	EIGHTH DISTRICT	10/26/83	30.00
SURFJ STANLEY	POLICE OFFICER	BOMB AND ARSON SECTION	6/29/84	89.50
SWINKLE GERALD	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	1/24/84	6530.11
TAKOWSKI RYAN S	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIST	6/13/84	129.00
THOMAS LAWRENCE	POLICE OFFICER	SEVENTEENTH DISTRICT	7/19/84	178.00
TILFORD FRED J III	POLICE OFFICER	NINTH DISTRICT	7/08/84	55.00
TRACY JAMES	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/17/84	12.00
TRENAINE TIMOTHY	POLICE OFFICER	SPECIAL OPERATIONS GROUP-WEST	7/15/84	206.50
WISNIEWSKI JAMES S	POLICE OFFICER	TENTH DISTRICT	8/29/81	107.00
WOLF ALBERT	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	5/25/84	90.00
ZALOSCHAN WILLIAM	POLICE OFFICER	SIXTEENTH DISTRICT	6/10/84	147.00
ZAVALA ROBERTO	POLICE OFFICER	FOURTEENTH DISTRICT	6/14/84	140.00
RADEL RONALD	FIREFIGHTER	ENGINE COMPANY 14	7/24/84	134.90

REPORT DATE 11/13/84
PROGRAM--PEROTO

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/14/84

REGULAR ORDERS

11/14/84

REPORTS OF COMMITTEES

10899

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BEAUCHAMP	FIREFIGHTER	ENGINE COMPANY 70	8/01/84	222.25
CALE	LIEUTENANT	DISTRICT RELIEF 1	8/30/84	157.00
CAPOTERA	CAPTAIN	TRUCK 51	7/17/84	192.50
CASEY	FIREFIGHTER	TRUCK 26	8/13/84	481.00
CONNORS	LIEUTENANT	DISTRICT RELIEF 4	8/15/84	230.45
DELANA	PARAMEDIC	DISTRICT RELIEF 4	8/25/84	101.00
DENTN	LIEUTENANT	TRUCK 36	8/13/84	205.75
DE SILVA	FIREFIGHTER	AMBULANCE 5	6/06/84	24.00
DOUGHERTY	CAPTAIN	ENGINE COMPANY 72	5/25/84	60.50
DOYLE	LIEUTENANT	ENGINE COMPANY 118	8/01/84	112.50
DURER	FIREFIGHTER	TRUCK 26	7/12/84	108.25
DUREP	FIREFIGHTER	TRUCK 26	8/13/84	221.50
FITZGERALD	FIREFIGHTER	ENGINE COMPANY 14	7/08/84	106.50
GALLUP	FIREFIGHTER	ENGINE COMPANY 10	11/13/83	10.00
GOMEZ	FIREFIGHTER	TRUCK 33	1/16/84	60.00
HARVEY	FIREFIGHTER	ENGINE COMPANY 117	8/20/84	119.55
JANIEWSKI	PARAMEDIC	AMBULANCE 21	8/23/84	159.00
KEHOE	LIEUTENANT	ENGINE COMPANY 70	9/12/84	103.70
KIRPYS	FIREFIGHTER	ENGINE COMPANY 117	7/03/84	139.75
LALLY	FIREFIGHTER	TRUCK 36	9/13/84	321.00
LALLY	FIREFIGHTER	TRUCK 22	9/12/84	70.00
LIMANE	FIREFIGHTER	TRUCK 37	2/23/84	340.50
LOPAN	PARAMEDIC	AMBULANCE 23	7/20/84	537.60
MARINOTTI	CAPTAIN	DISTRICT RELIEF 1	8/01/84	652.00
MARTIN	FIREFIGHTER	TRUCK 36	8/13/84	522.15
MCCLEINTON	FIREFIGHTER	ENGINE COMPANY 107	8/13/84	162.50
MORGAN	FIREFIGHTER	TRUCK 34	9/12/84	229.05
MORTARITY	FIREFIGHTER	ENGINE COMPANY 95	9/18/84	133.85
MULKERRIN	FIREFIGHTER	ENGINE COMPANY 115	9/05/84	208.63
MUSCIA	FIREFIGHTER	TRUCK 26	8/13/84	153.03
RATNAY	FIREFIGHTER	ENGINE COMPANY 113	8/04/84	39.00
RAPINCHUK	CAPTAIN	DISTRICT RELIEF 2	9/04/84	145.03
REFH	PARAMEDIC	AMBULANCE 46	6/32/83	171.00
REFH	PARAMEDIC	AMBULANCE 46	2/17/83	56.00
PENDA	FIREFIGHTER	ENGINE COMPANY 125	7/27/84	25.75
RENEROE	FIREFIGHTER	ENGINE COMPANY 73	12/30/83	240.00
SCIMTDT	PARAMEDIC	AMBULANCE 8	11/05/83	175.00
STEINER	PARAMEDIC	AMBULANCE 20	5/03/84	75.00
STEWLAND	FIREFIGHTER	ENGINE COMPANY 35	7/26/84	259.00
SURANE	LIEUTENANT	DISTRICT RELIEF 6	4/29/84	52.00
VARKALIS	ENGINEER	ENGINE COMPANY 26	8/24/84	30.00
WALL	LIEUTENANT	DISTRICT RELIEF 3	2/28/84	61.00
WETHER	FIREFIGHTER	ENGINE COMPANY 22	9/25/84	208.00
WILLIAMS	FIREFIGHTER	TRUCK 10	8/05/84	113.50
WILLIAMS	FIREFIGHTER	TRUCK 7	8/14/84	375.00
WILLIAMS	PARAMEDIC	AMBULANCE 23	3/01/83	75.00
WILLIAMS	FIREFIGHTER	TRUCK 25	9/12/84	150.70

(Continued from page 10897)

Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third Party Order printed on page 10901
of this Journal.]

Action Deferred -- CORPORATION COUNSEL AUTHORIZED
AND DIRECTED TO ENTER INTO SETTLEMENT
AGREEMENT PURSUANT TO CHAPTER 6,
SECTION 8 OF CITY MUNICIPAL
CODE.

The Committee on Finance submitted the following report, which was, on motion of Alderman Roti and Alderman Burke, *Deferred* and ordered published:

CHICAGO, November 14, 1984.

To the President and Members of the City Council:

Your Committee on Finance to which was referred, an order authorizing and directing the Corporation Counsel to enter into a settlement agreement in the case of *Nelson v. the City of Chicago, et al.*, No. 84 L 5073, pursuant to Chapter 6, Section 8 of the Municipal Code of the City of Chicago having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

The following is said order transmitted with the foregoing committee report:

Ordered, That the City Council of the City of Chicago pursuant to the Municipal Code of the City of Chicago Chapter 6, Section 8 hereby orders, authorizes and directs the Corporation Counsel of the City of Chicago to enter a settlement agreement in the case of *Nelson vs. the City of Chicago, et al.*, No. 84 L 5073 in substantially the form attached hereto:

(Continued on page 10902)

11/14/84

REPORTS OF COMMITTEES

10901

REPORT DATE 11/13/84
PROGRAM - BUDGET

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 11/14/84
THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ACEVEDO	POLICE OFFICER	THIRTEENTH DISTRICT	6/07/84	30.00
AGNOLI	POLICE OFFICER	TWENTIETH DISTRICT	6/10/84	228.00
ATKINSON	POLICE OFFICER	SIXTH DISTRICT	8/30/81	57.00
BROGAN	POLICE OFFICER	TENTH DISTRICT	4/15/84	3053.00
BROOKS	POLICE OFFICER	FIRST DISTRICT	5/25/84	402.00
BUCAJSKY	POLICE OFFICER	YOUTH DIVISION AREA FIVE	6/20/84	246.00
CELLA	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION 5	6/01/84	153.50
CHERNIKOVICH	POLICE OFFICER	THIRTEENTH DISTRICT	6/07/84	36.00
DAVIS	POLICE OFFICER	THIRD DISTRICT	6/21/84	247.00
DIXON	POLICE OFFICER	SEVENTH DISTRICT	5/25/84	140.00
HAFFY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIST	12/08/81	650.00
KMETZ	POLICE OFFICER	TWELFTH DISTRICT	2/04/84	70.00
KUSTREWA	POLICE OFFICER	FIFTEENTH DISTRICT	1/05/82	410.00
LIFERMAN	POLICE OFFICER	SIXTH DISTRICT	2/03/84	623.80
MCCALLISTER	POLICE OFFICER	NINETEENTH DISTRICT	5/12/84	70.00
MCCLODY	POLICE OFFICER	SIXTEENTH DISTRICT	2/25/83	465.00
MESCALL	POLICE OFFICER	ELEVENTH DISTRICT	5/04/82	950.00
MISKA	POLICE OFFICER	TRAFFIC DIVISION ADMINISTRATION	10/14/77	2700.00
ORPITEN	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/21/84	10400.59
SASSO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/29/82	525.80
SIMPSON	POLICE OFFICER	SIXTEENTH DISTRICT	5/22/83	325.00
VALKENBURG	POLICE OFFICER	ELEVENTH DISTRICT	2/03/83	26.38
CLAYBOURNE	FIREFIGHTER	TRUCK 11	3/31/84	13.00

(Continued from page 10900)

Agreement made October 18, 1984 between Nolan Nelson of 7817 South Vernon Avenue, City of Chicago, County of Cook, State of Illinois, and the City of Chicago, a municipal corporation, herein referred to as "defendants," by and through their attorney, James D. Montgomery, Corporation Counsel of the City of Chicago.

Article I.

This Agreement is made as a compromise between the parties for the complete and final settlement of their claims, differences and causes of action with respect to the dispute and pending legal proceedings described below.

Article II.

Nolan Nelson (hereinafter Plaintiff), a Career Service employee of the City of Chicago in the Department of Purchasing, has been disabled from active employment due to having allegedly suffered a severe heart attack in the summer of 1981. After Plaintiff had exhausted his accumulated sick leave and vacation time, Plaintiff's Department Head submitted to the Committee on Finance of the City of Chicago a request for extended sick leave, with pay, in accordance with the provisions of Section G(5) of the Salary Resolution of the City Council of the City of Chicago. Plaintiff, with approval of the Committee on Finance of the City of Chicago, did receive extended sick leave payments for the period through September 20, 1982 but has received no payments for the period since September 20, 1982.

On March 15, 1984 Plaintiff, through his attorneys Cornfield and Feldman, filed a complaint at law in the Circuit Court of Cook County, No. 84 L 50763, seeking extended sick leave payments from September 20, 1982. Plaintiff alleged that Defendants authorized but failed to pay him extended sick leave benefits for a period after September 20, 1982. Defendants denied that they authorized sick leave benefits for Plaintiff for any period after September 20, 1982.

The parties desire to reach a full and final settlement of all matters and all causes of action arising out of the claims for past extended sick leave benefits and litigation as set forth above.

Article III

In consideration of the mutual covenants set forth herein the parties agree as follows:

1. Defendants agree, upon complete execution of this agreement, to complete and process all the necessary paper work to enable Plaintiff to be paid extended sick leave for the period from September 20, 1982 through December 20, 1982, and to pay Plaintiff for said period the sum of One Thousand Four Hundred and Fifty-three Dollars (\$1,453.00) gross salary per month, less regular deductions, including Federal and State taxes and pensions, for a total gross sum of Four Thousand Three Hundred and Fifty-nine Dollars (\$4,359.00) less deductions for Federal and State taxes and pension, for such extended sick leave.

2. Plaintiff Nolan Nelson agrees to dismiss with prejudice the case of Nolan Nelson v. City of Chicago, et al., No. 84 L 50763.

3. Plaintiff Nolan Nelson understands and agrees, that all claims, demands, rights, causes of action, that he has or may have against Defendants, City of Chicago, its officers, agents, employees and representatives, for past extended sick leave payments and benefits by reason of the facts herein set forth and set forth in this case of Nolan Nelson v. City of Chicago, et al., No. 84 L 50763, are hereby waived and settled.

4. The parties agree that this Agreement is made solely in settlement of claims by Plaintiff for past allegedly authorized extended sick leave benefits and is in no way intended to limit any claims Plaintiff may have for Workers' Compensation benefits or claims that he is totally and permanently disabled from work.

5. Nothing in this Agreement shall constitute or be deemed an admission as to the validity of Plaintiff's claim or of any fault, liability or wrongdoing of any kind whatsoever on the part of Defendant City of Chicago, or any of its officers, agents, employees or representatives.

6. It is further understood and agreed between the parties, that each party to this Agreement shall bear his and its own costs and attorneys' fees.

Article IV

This Agreement shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

In Witness Whereof, the parties have executed this Agreement at Chicago, Illinois, the day and year first above written.

(Signed) NOLAN NELSON
Plaintiff

JAMES D. MONTGOMERY, Corporation
Counsel of the CITY OF CHICAGO
Attorney for Defendants

BY: _____

MICHAEL SMALL
Assistant Corporation Counsel
121 North LaSalle Street
Room 511, City Hall
Chicago, Illinois 60602
744-6909

ALDERMAN EDWARD M. BURKE, Chairman
Committee on Finance, CITY OF CHICAGO

(Signed) WILLIAM SPICER, Acting Purchasing
Agent, Department of Purchases,
Contracts and Supplies,
CITY OF CHICAGO

Cornfield and Feldman, attorneys for Nolan Nelson, Plaintiff, have explained to their client all the terms of this Agreement, and he has represented to them that he fully understands all the terms and their significance, and has signed this Agreement on their advice.

CORNFIELD AND FELDMAN
343 South Dearborn Street
Thirteenth Floor
Chicago, Illinois 60604-3852
(312) 922-2800
Attorneys for Plaintiff

DATED: October 18, 1984

BY: (Signed) MELISSA J. AUERBACH

Placed on File – RESOLUTION FROM LABORERS' AND
RETIREMENT BOARD EMPLOYEES' ANNUITY AND
BENEFIT FUND.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a resolution from the Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago certifying the sum required to be levied for the purposes of this fund for the year 1985.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said resolution and report were *Placed on File*.

COMMITTEE ON AGING AND DISABLED.

APPOINTMENT OF MR. ROBERT AHRENS AS
COMMISSIONER OF DEPARTMENT ON
AGING AND DISABILITY
APPROVED.

The Committee on Aging and Disabled submitted the following report:

CHICAGO, November 13, 1984.

To the President and Members of the City Council:

Your Committee on Aging and Disabled, having under consideration the mayoral appointment of Mr. Robert Ahrens as Commissioner of the Department of Aging and Disability, held a committee hearing on October 18, 1984, and heard testimony from representatives of senior citizen groups and organizations for the disabled.

On motion of Alderman Vito Marzullo, the appointment of Robert Ahrens as Commissioner of the Department on Aging and Disability was *Passed* by unanimous vote of the committee.

The yeas and nays were as follows:

Yeas -- Aldermen Marzullo, Cullerton, Humes, Langford, Volini, Orr

Nays -- None

Respectfully submitted,
(Signed) MARION K. VOLINI,
Chairman.

On motion of Alderman Volini, the said proposed appointment of Mr. Robert Ahrens as Commissioner of the Department of Aging and Disability was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 43.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

COMMITTEE ON AVIATION

AUTHORITY GRANTED AMENDING SUBLEASE AGREEMENT BETWEEN CONTINENTAL AIR LINES AND SWISS AIR TRANSPORT COMPANY, LIMITED.

The Committee on Aviation submitted the following report:

CHICAGO, November 9, 1984.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Thomas Kapsalis, Commissioner of the Department of Aviation (which was referred on June 20, 1984) authorizing an amendment to a sublease agreement between Continental Air Lines and Swiss Air Transport Co., Ltd., begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

On motion of Alderman Damato, the proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to the approval of the Corporation Counsel as to form and legality, are authorized to execute a Consent to the attached sublease agreement between Continental Air Lines and Swiss Air Transport Co. for the sublease of certain premises at Chicago-O'Hare International Airport, said sublease agreement to be in the following form:

This First Amendment is made and entered into this 17th day of December, 1982, by and between Continental Air Lines, Inc., a Nevada corporation (hereinafter called "Continental") and Swiss Air Transport Co., Ltd., a Swiss corporation (hereinafter called "Tenant").

Whereas, Continental and Tenant have heretofore entered into a Sublease dated the 14th day of August, 1978 for the use and occupancy of approximately 7,500 square feet of space in the building known as the Continental Cargo Facility (the "Building") located at O'Hare International Airport, Chicago, Illinois (hereinafter called "Sublease").

Now, Therefore, effective January 1, 1983, and in consideration of the provisions and conditions set forth herein, the parties hereby amend the Sublease as follows:

1. Article 1(A) of the Sublease is amended to read as follows, which as so amended shall in all respects replace Article 1(A) as originally agreed upon:
 - A. For the exclusive use of the Tenant, the following space:

Approximately 18,750 square feet of apron level warehouse space;

Approximately 18,750 square feet of basement level warehouse space;

Approximately 0 square feet of mezzanine space;

which space is hereinafter called the "Exclusive Space" and is more particularly described as outlined in red on Exhibit "C1" attached hereto and made a part hereof for all purposes; and

2. Article 4 of the Sublease is amended to read as follows, which as so amended shall in all respects replace Article 4 as originally agreed upon:

4. Rental

During the balance of the term hereof, the Tenant shall pay unto Continental as and for rental for the space subleased hereunder, the sum of \$1,207,656.25 Dollars, payable at the rate of \$245,625 per annum in equal monthly installments of \$20,468.75 payable in advance on the first day of each and every calendar month during the balance of the term hereof, commencing January 1, 1983. If such monthly installments shall commence or terminate on a day other than the first calendar day of the month, then the rent for such month shall be prorated for such fractional month.

The rental shall be due upon receipt of invoice and shall be payable at the offices of Continental, Los Angeles International Airport, Los Angeles, California 90009, or at such other place as Continental shall, from time to time, designate by notice. Any rental or other sum due and payable by Tenant hereunder which is not paid when due shall bear interest at the rate of seven percent (7%) per annum from the due date thereof until paid.

3. Article 9(B) of the Sublease is amended to read as follows, which as so amended shall in all respects replace Article 9(B) as originally agreed upon:

- B. The Tenant shall maintain and keep the Continental Air Cargo Facility in a tenantable condition and a good state of repair as follows:

- (1) The Tenant shall perform all routine maintenance of the Exclusive Space, including such cleaning and janitorial service as shall be necessary, so as to keep and at all times maintain the Exclusive Space in a clean, sightly, sanitary, and tenantable condition.
- (2) The Tenant shall maintain and keep in a good state of repair all equipment, appliances, fixtures, and furnishings installed or brought upon the Leased Space by the Tenant.
- (3) The Tenant shall perform all maintenance and repair of the portion of the Continental Air Cargo Facility located within the Leased Space, or systems located therein, required as a result of or attributed to any negligent act or omission of the agents, business invitees, or guests.

- (4) The Tenant acknowledges that it accepts the Leased Space in "as is, where is" condition, and Tenant accepts the full and complete responsibility, and costs associated therewith, of modifying, repairing and restoring the Leased Space in accordance with both the Tenant's facility requirements and any and all deficiencies arising from current and past inspections by the City.

4. Exhibit "C" attached to the Sublease shall in all respects be replaced by Exhibit "CI" attached hereto and made a part hereof for all purposes.

It is further agreed that except solely as hereinabove modified, changed and amended, the privileges, terms, conditions and provisions of the Sublease shall remain in full force and effect and shall apply to this First Amendment and any renewals or extensions of the Sublease.

In Witness Whereof, this Amendment has been duly executed by the parties on the date first above written.

[Signature forms omitted for printing purposes.]

Consent to Sublease

The undersigned hereby consent to the foregoing Sublease Agreement as authorized by ordinance of the City Council of the City of Chicago passed on _____ (C.J.P. pp. _____).

CITY OF CHICAGO

By _____
Commissioner of Aviation

By _____
City Comptroller

APPROVED AS TO FORM AND LEGALITY:

Assistant Corporation Counsel

[Exhibits printed on pages 10909 thru 10910
of this Journal.]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

11/14/84

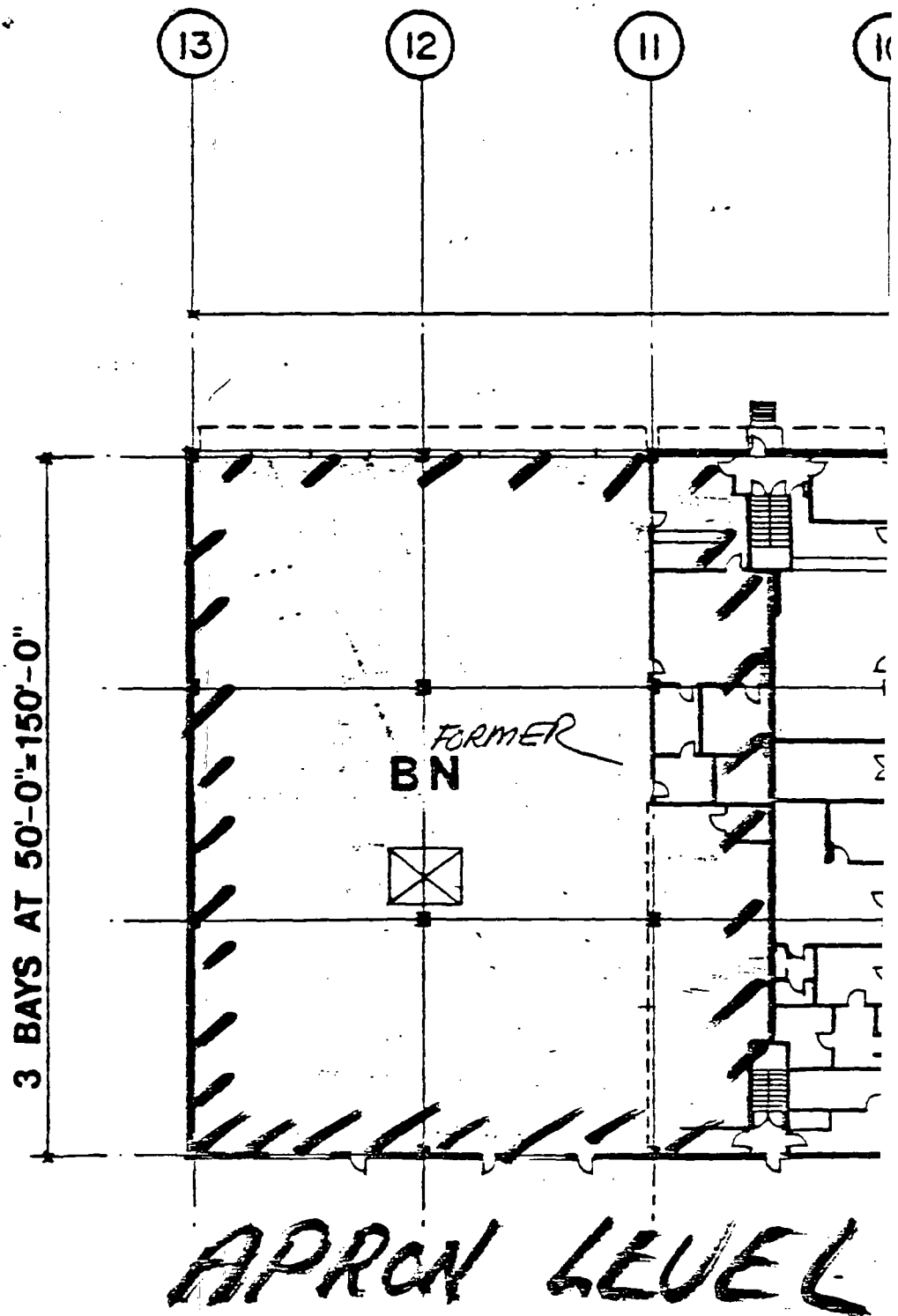
REPORTS OF COMMITTEES

10909

Sublease Agreement Between Continental Air Lines,
Inc. and Swiss Air Transport Company, Ltd.

Amendment Dated December 17, 1982

Exhibit C1-a



S

Sublease Agreement Between Continental Air Lines, Inc. and
Swiss Air Transport Company, Ltd.

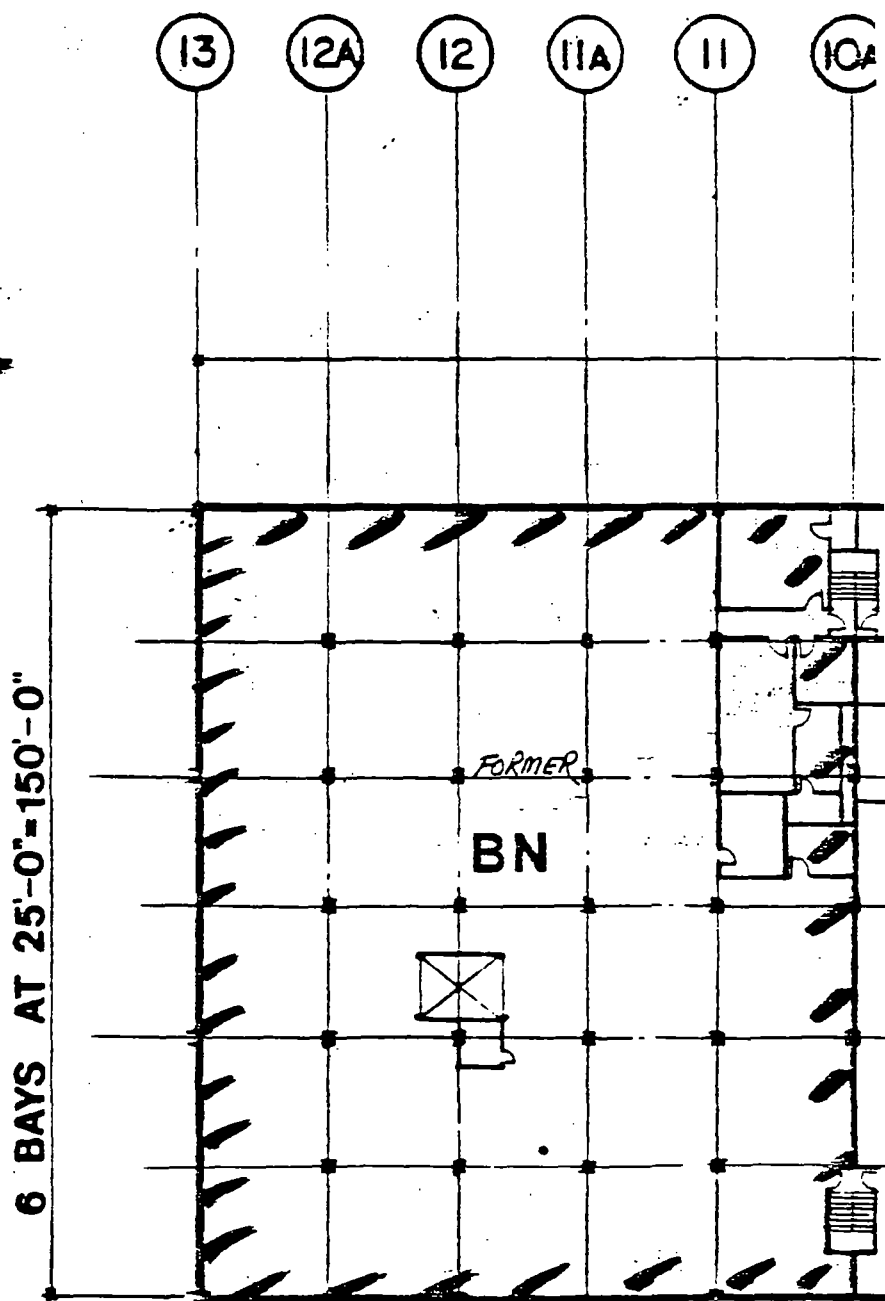
Amendment Dated December 17, 1982

Exhibit C1

**BASMENT
LEVEL**

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AUTHORITY GRANTED TO EXECUTE AMENDED AGREEMENT
BETWEEN CITY, CENTRAL AVIATION AND
MONARCH AIR SERVICE.

The Committee on Aviation submitted the following report:

CHICAGO, November 9, 1984.

To the President and Members of the City Council:

Your Committee on Aviation having had under consideration a proposed ordinance transmitted with a communication signed by Thomas Kapsalis, Commissioner of the Department of Aviation (which was referred on September 17, 1984) authorizing an amendment to an agreement between the City of Chicago and Monarch Air Service as Assignee of Central Aviation, Inc., begs leave to recommend that Your Honorable Body Pass the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

On motion of Alderman Damato, the proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Mayor, subject to attestation by the City Clerk and to approval by the City Comptroller and review as to form and legality by the Corporation Counsel, is authorized to execute an amendment to an agreement between Central Aviation, Inc., Monarch Air Service, Inc., and the City of Chicago at Chicago Midway Airport, authorized March 30, 1984 (C.J.P. pp. 5630 through 5655), said amendment to be in the following form:

This Amendment, made and entered into this _____ day of _____, 1984, by and between the City of Chicago, a municipal corporation and home rule unit of local

government organized and existing under the laws of the State of Illinois (hereinafter referred to as "City") and Monarch Air Service, Inc., a corporation organized and existing under the laws of the State of Illinois, (hereinafter referred to as "Tenant").

WITNESSETH:

Whereas, Central Aviation, Inc., an Illinois corporation, by that certain Assignment, Indenture, and Agreement dated March 30, 1984, assigned to Tenant and Tenant accepted all of Central Aviation, Inc.'s right, title, and interest in and to that certain Hangar, Hangar Site, and Commercial Aviation Sales and Support Services Agreement Lease, dated February 15, 1984, by and between Central Aviation, Inc., and City (the "Central Lease") and the City duly consented and agreed to said Assignment, Indenture, and Agreement on March 30, 1984 (C.J.P. pp. 5630-5655), and now, therefore,

In consideration of the premises, the hangar, hangar site improvements, and of the mutual covenants and agreements herein contained, City and Tenant agree as follows:

1. That a new paragraph be added to Article II - Lease of Premises, Construction of, Title To, And Amorization of Facilities. Section 2.01 Premises, following subsection (c), and reading as follows:

(d) Parcel No. 3 Fuel Farm: a parcel consisting of approximately 3,350 square feet of land with two (2) 25,000 gallon underground fuel storage tanks, located north of the south ramp taxiway, near the conjunction of said taxiway with Runway 31L, all as outlined in yellow and designated on Exhibit D attached hereto and by this reference made a part hereof.

2. That the first paragraph of this same Article II, Section 2.02 Construction, shall be amended by changing the period to a comma at the end of the second sentence and adding the words "and at a minimum cost of \$2,000,000" following the words "with a minimum hangar floor area of 24,000 square feet".

3. That the first paragraph of Article III - Terms, Section 3.01 Initial Terms, shall be amended by changing the period to a comma and adding to the words, "and terminate on December 31, 1994", concluding the first sentence the words, "unless Tenant exercises its option to build a new hangar on Parcel No. 2, in which case the term will be extended to December 31, 2004." The third paragraph of this same Section 3.01 shall be amended by deleting the year "1999" appearing at the very end of the subsection, for Parcel No. 2, and inserting the year "2004" in its place.

4. That a new paragraph be added to Article III - Term, Section 3.01, Initial Terms, reading as follows:

"For Parcel No. -- 3 will commence on the date of approval by the City Council of the City of Chicago of the ordinance authorizing this Amendment and will terminate on December 31, 2004.

5. That Section 3.03 Commitment to Reconstruction be amended by deleting the year

"1994" in the phrase "December 31, 1994" and inserting instead the year "2004" and deleting the sum of \$270,000 and inserting the sum of \$500,000 in its place.

6. That Section 3.04 Other Terms and Conditions be renumbered as Section 3.05 and that a new Section 3.04, reading as follows be inserted immediately after amended Section 3.03:

Section 3.04 Final Option to Extend. If Tenant shall desire to extend the term of the operating agreement and of any or all of the the Parcels under this Agreement from January 1, 2005 through December 31, 2009, then Tenant and City shall follow the same notification procedures under the same time constraints, as specified immediately hereinabove in Section 3.02 and the City shall follow the same appraisal process as specified immediately hereinabove. An amendment will be prepared incorporating new rentals determined through the appraisal process as specified immediately hereinabove, and after being executed by the Tenant, will be recommended by the Commissioner to the City Council for approval.

If Tenant continues in possession of the premises after the term of this Agreement has expired and not subject to its proper exercise of an option to extend, Tenant shall, at the option of City, become a tenant from month-to-month under and upon the covenants, agreements, terms and conditions set forth. Any such hold over tenancy may be terminated by either Tenant or City upon the giving of not less than a 30-day written notice of the intention to terminate.

7. That an additional line be added to Section 4.01 Base Rent, under Article IV - Rent, as the last line of the schedule of rates established for airport land and reading as follows:

For the year 2008 - 2009 - 85¢ per square foot per year.

8. That the year "1994" appearing in subsection (b) under the same Section 4.01 cited in No. 7 above at the end of the sentence beginning with the words "Parcel No.2 . . . " be deleted and the year 2004 be inserted in its place.

9. That two new paragraphs be added to Article XVII - Miscellaneous, Section 17.01 Assignment and Sublease, reading as follows:

(d) The new hangar, referenced in Article III, Section 2.02 Construction, as amended, is for the exclusive use of Natural Gas Pipeline Company of America and is to be financed by this same company. Since Tenant will not charge Natural Gas Pipeline Company of America an annual hangar rental as such, the percentage of gross receipts provisions of Section 4.03 of this Agreement, which is usually calculated on the annual hangar rent, shall be applied to a sum determined by multiplying the total construction costs, including all architectural and engineering fees and all financing costs, by one-twentieth (1/20) to arrive at an average "annual rental" over a twenty (20) year period. Tenant agrees to properly and accurately record the costs on its own accounting books as "pass-through" receipts/expenses. One-twelfth (1/12) of this "annual rental" is to be added each month to the total of gross receipts subject to the percentage fee specified in Section 4.03 below, beginning on the first day of the first full month following beneficial occupancy of the new hangar by Natural Gas Pipeline Company of America.

(e) City agrees that is the City Council approves a sublease between Tenant and Natural Gas Pipeline Company of America as to the new hangar referenced in Article III Section 2.02 Construction, as amended, if the Central Lease, as amended, is terminated for any reason prior to the end of the initial term thereof or before the Final Option to Extend as provided for in Section 3.04 in this Amendment, and if Natural Gas Pipeline Company of America is not in default as to any of the terms of this sublease as of the date of termination of the Central Lease, as amended, City will not disturb Natural Gas Pipeline Company of America's possession of the sublet property provided Natural Gas Pipeline Company fully complies with all of the terms of the Central Lease, as amended, that are relevant to the sublet property, and will permit Natural Gas Pipeline Company of America to have the benefit of all of the terms of the Central Lease, as amended, that are relevant to the sublet property.

Except as amended hereinabove, said Central Lease shall be and remain in all other respects in full force and effect in accordance with its term.

Execution of this Amendment authorized by ordinance of the City Council of the City of Chicago, passed _____, (C.J.P. pp. _____).

In Witness Whereof, the City has caused this Amendment to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Tenant has caused this Amendment to be executed on its behalf by its President, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibits attached to this agreement are
printed on pages 10915 thru
10916 of this Journal]

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

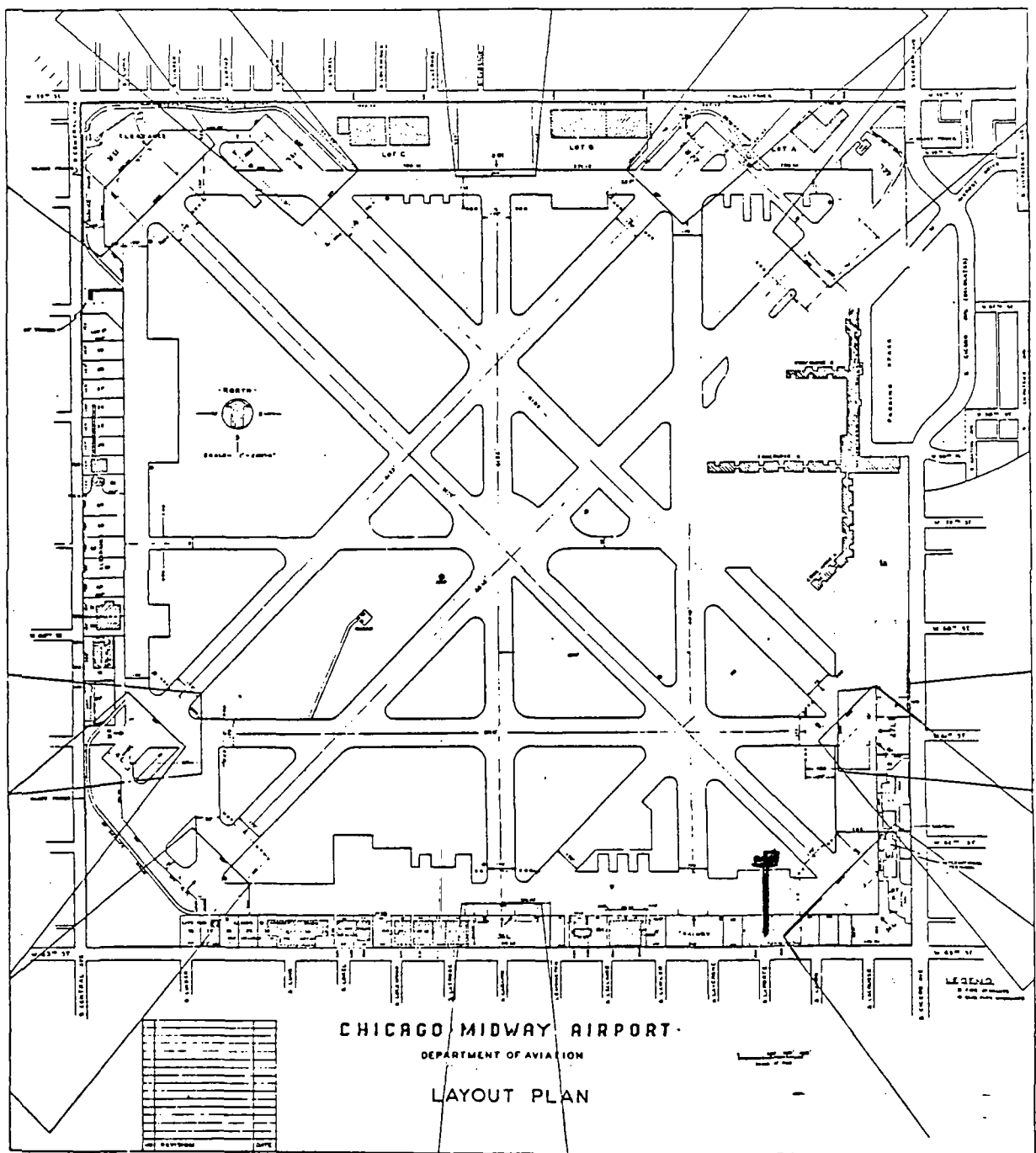
AUTHORITY GRANTED FOR SUBLEASE AGREEMENT
BETWEEN CONTINENTAL AIRLINES AND
EXECUNET TRAVEL SYSTEMS,
INCORPORATED.

The Committee on Aviation submitted the following report:

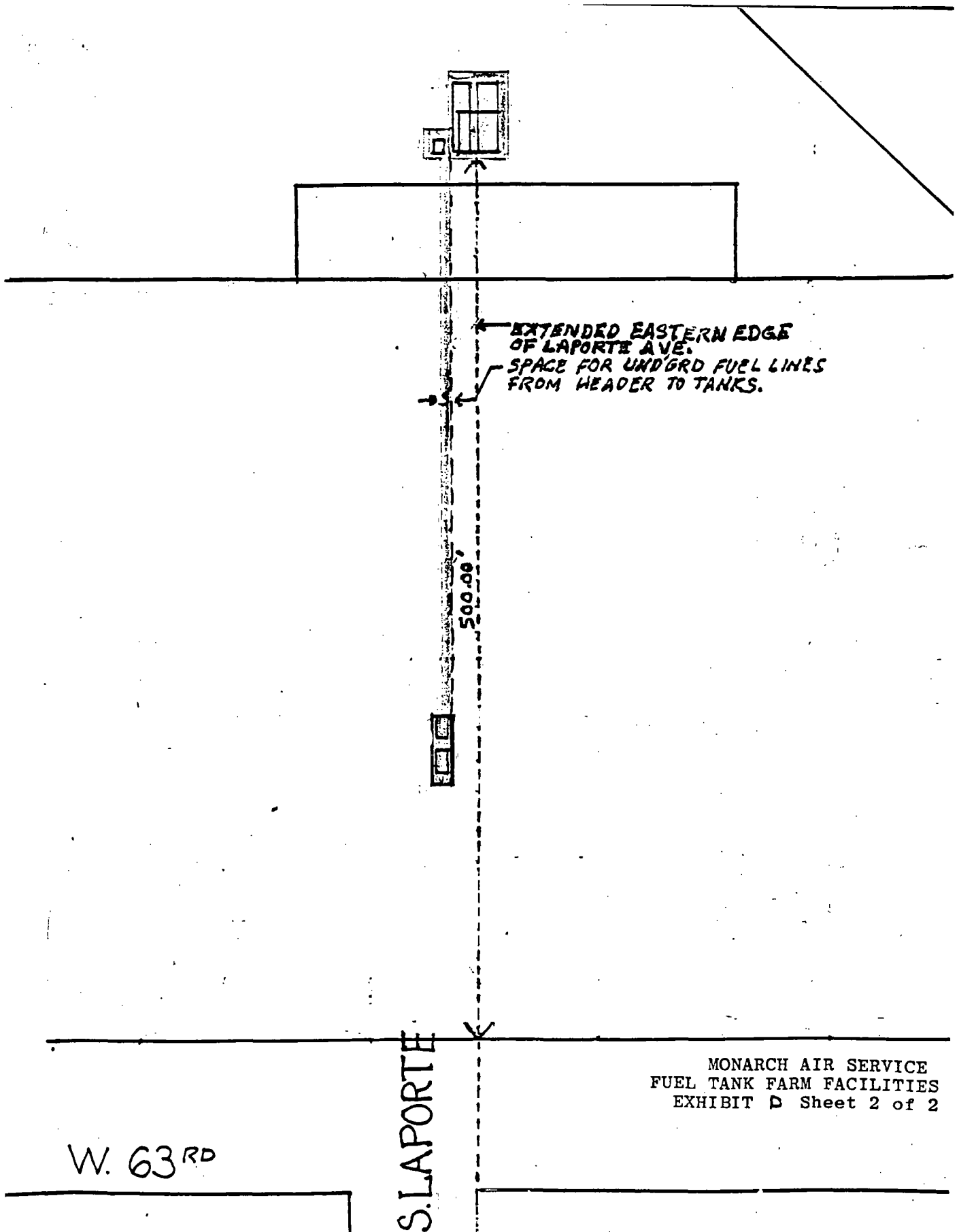
CHICAGO, November 9, 1984.

To the President and Members of the City Council:

(Continued on page 10917)



MONARCH AIR SERVICE, INC.
FUEL TANK FARM FACILITIES
EXHIBIT D: Sheet 1 of 2.



(Continued from page 10914)

Your Committee on Aviation having had under consideration a proposed ordinance transmitted with a communication signed by Thomas Kapsalis, Commissioner of the Department of Aviation (which was referred on September 11, 1984) authorizing a sublease agreement between Continental Airlines and Execunet Travel Systems, Inc., begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

On motion of Alderman Damato, the proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 43.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to the approval of the Corporation Counsel as to form and legality, are authorized to execute a Consent to the attached sublease agreement between Continental Airlines and Execunet Travel Systems, Inc. for the sublease of certain premises at Chicago-O'Hare International Airport, said sublease agreement to be in the following form:

This Sublease Agreement is made as of the _____ day of _____ by and between Continental Air Lines, Inc. debtor in possession, a Nevada corporation, (hereinafter called "Continental"), and Execunet Travel Systems, Inc., a Delaware corporation, (hereinafter called the "Tenant").

Whereas, Continental is a party to that certain Airport Use Agreement dated January 1, 1959, with the City of Chicago, Illinois, (hereinafter called the "City") relating to the O'Hare International Airport, Chicago, Illinois (hereinafter called the "Airport"); and Execunet Travel Systems, Inc.; and

Whereas, Continental has leased from the City, under an agreement dated August 25, 1966, which is hereinafter called the "Basic Lease", an area of land consisting of

approximately 11,873 acres located on the Airport at the easterly portion of the cargo area and shown as outlined in red on Exhibit "A" attached hereto and made a part hereof for all purposes, which area of land is hereinafter called the "Cargo Site"; and

Whereas, Continental has constructed on the Cargo Site an air cargo building containing approximately 315,000 square feet of space together with related cargo ramp aprons, docks, and other facilities in accordance with certain plans and specifications which have been approved by the City, which air cargo building and other improvements are hereinafter called the "Continental Air Cargo Facility", as shown on Exhibit "B" attached hereto and made a part hereof for all purposes; and

Whereas, Tenant has subleased space in the Continental Air Cargo Facility from Continental in the past and desires to continue to sublease such space and to occupy and use the same in accordance with the covenants, terms and conditions set forth herein.

Now, Therefore, in consideration of these presents, and the promises, covenants and agreements contained herein, the parties hereto do hereby agree as follows:

Description of Space.

Continental, for and in consideration of the promises, covenants, and agreements herein contained and made on the part of the Tenant, does hereby demise and sublease unto the Tenant the following space located in the Continental Air Cargo Facility:

A. For the exclusive use of the Tenant, the following space:

Approximately -0- square feet of apron level warehouse space;

Approximately -0- square feet of basement warehouse space;

Approximately 15,000 square feet of mezzanine space;

which space is hereinafter called the "Exclusive Space" and is more particularly described as outlined in red on Exhibit "C" attached hereto and made a part hereof for all purposes; and

B. For use in common with all other occupants of the Continental Air Cargo Facility, the space hereinafter called the "Common Space" which shall include the customer parking areas, subject to the requirements of the current tenants of the Continental Air Cargo facility, all of which is more particularly described as outlined in green on Exhibit "B" attached hereto.

The Exclusive Space together with the Common Space are sometimes hereinafter collectively called the "Leased Space".

To have and to hold the Leased Space during the term hereof, subject to the covenants and restrictions contained herein, for the purpose of operating a travel agency reservation system as described in paragraph 2 of this Sublease Agreement.

It is understood that Continental has subleased space in the Continental Air Cargo Facility to others in the past and may continue to do so. The obligations of the Tenant and

the other subleases shall be several and not joint, and Tenant shall not be responsible for any acts or omissions of the other subleases.

2. *Use.*

Tenant shall use the Leased Space and the other rights and privileges granted hereunder, subject to rules and regulations promulgated by the City, and purposes reasonably necessary or convenient in connection therewith, including but not limited to the following:

- A. Operating a travel agency reservation system.
- B. The loading, unloading and parking of automobiles and trucks for use only by employees of the Tenant and invitees of the Tenant having business at the Continental Air Cargo Facility.
- C. The maintenance and operation of the facilities and equipment located upon the Exclusive Space and facilities and equipment owned by the Tenant and located upon the Common Space.

3. *Term.*

This Sublease Agreement shall commence as of the date of this Sublease Agreement and, unless sooner terminated as hereinafter provided, shall end on the thirtieth (30th) day of November, 1987.

4. *Rental.*

During the term hereof the Tenant shall pay unto Continental as and for rental for the space subleased hereunder, and rental of telecommunication equipment payable at the rate of \$195,000.00 per annum in equal monthly installments of \$16,250.00 payable in advance on the first day of each and every calendar month during the term hereof, commencing on the first day of the term hereof as established in accordance with paragraph 3 hereof. If the term hereof shall commence or terminate on a day other than the first calendar day of the month, then the rent for such month shall be prorated for such fractional month.

The rental shall be due upon receipt of invoice and shall be payable at the offices of Continental, P.O. Box 4607 Houston, Texas 77210-4607 90009, or at such other place as Continental shall, from time to time, designate by notice. Any rental or other sum due and payable by Tenant hereunder which is not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the due date thereof until paid.

6. *Tax and Insurance Assessment.*

In addition to the rental due and payable hereunder, the Tenant shall pay to Continental an annual assessment as and for insurance and taxes computed as follows:

- A. For each and every year during the term hereof, from the aggregate of (i) all ad valorem taxes, including personal property taxes, and special assessments due and payable with respect to the Continental Air Cargo Facility during said year,

and (ii) the annual premiums paid by Continental for the fire and extended coverage insurance maintained by Continental during said year pursuant to paragraph 12 hereof, there shall be deducted the sum of \$40,000. The remainder therefrom is hereinafter called the "Annual Assessment".

- B. The Tenant shall pay to Continental upon invoice its proportionate share of the Annual Assessment as determined by the ratio between (i) the average amount of the Exclusive Space subleased to the Tenant in the Continental Air Cargo Facility during such year, and (ii) the average aggregate amount of space available to be subleased for the exclusive use of all sublessees of, plus the space exclusively occupied by Continental in, the Continental Air Cargo Facility during the same year.
- C. Within sixty (60) days from the end of each and every year during the term hereof, Continental shall compute the proration of the Annual Assessment described in subparagraph B of paragraph 6 and shall invoice the Tenant for its amount of such proration. Payment of the proration shall be due within twenty (20) days of receipt of invoice.
- D. Continental agrees to keep and maintain books and records of the insurance and ad valorem tax expenses incurred with respect to the operation of the Continental Air Cargo Facility, and shall submit an annual report to the Tenant in summary thereof accompanying the invoice described in subparagraph C of this paragraph 6.

7. Subordination.

This Sublease Agreement is subject and subordinate to all procured or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which the Leased Space forms a part, and all renewals, modifications, consolidations, replacements, and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be required by any mortgage. In confirmation of such subordination, the Tenant shall execute promptly any certificate that Continental may request, and the Tenant hereby constitutes and appoints Continental as the Tenant's attorney-in-fact to execute and deliver any such certificate or certificates for and on behalf of the Tenant. However, so long as the Tenant is not in default in the payment of rental or in the performance of any of the obligations of the Tenant created hereunder, during the term hereof, the Tenant shall have quiet and peaceable possession, use, and enjoyment of the Exclusive Space.

Notwithstanding the foregoing, this Sublease Agreement and the promises and covenants contained herein are subject and subordinate to the Basic Lease, a copy of which has been given to the Tenant; and the Tenant hereby covenants and agrees, for the benefit of Continental and the City, that it shall not, by its use and occupancy of the Leased Space, violate any of the provisions of the Basic Lease and that it shall faithfully perform all of the obligations of the Lessee thereunder insofar, but only insofar, as such obligations relate and pertain to the Leased Space (provided, however, that nothing herein contained shall obligate the Tenant to perform any obligation imposed upon Continental hereunder or to pay rental unto the City, which obligations shall be the sole responsibility of Continental).

This Sublease Agreement shall also be subject and subordinate to:

- A. Any existing or future Federal or State statute or any existing or future lease or agreement between the City and the United States or the State of Illinois relative to the development, construction, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development, construction, operation, or maintenance of the Airport.
 - B. The provisions of a deed from the United States to the City appearing as Document No. 13747964, recorded on March 22, 1946, a release executed by the United States in favor of the City as Document No. 17260008, recorded on July 15, 1958, a deed from the United States to the City appearing as Document No. 17966152, recorded on September 16, 1960, and a release executed by the United States in favor of the City, as Document No. 18246321, recorded on August 14, 1961, all in the office of the Recorder of Deeds, Cook County, Illinois.
 - C. Other existing agreements and leases between the City and the United States and any and all future releases, deeds, leases, and agreements hereafter granted or entered into by and between the United States and the City with reference to the conveyance by the United States to the City with reference to the conveyance by the United States to the City of any real or personal property under any existing or future Federal statutes authorizing the conveyance of such property by the Federal Government to the City for airport purposes.
 - D. The right of the City to further develop, improve, maintain, modify, and repair the landing area, the Terminal Buildings, and other buildings and appurtenances on the Airport, as it so sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the Tenant.
8. Services and Utilities.

Continental shall furnish, without additional cost or expense to Tenant, the services and utilities set forth below; provided, however, Continental shall not be liable for any loss or damage caused by or resulting from any variation, interruption, or failure of said services and utilities arising out of any cause whatever, but in the event any such variation, interruption, or failure of said services and utilities shall occur, Continental shall use its best reasonable efforts, exercising due diligence, to cause the resumption of such utilities and services:

- A. Potable domestic water in both the Exclusive Space and the Common Space, and sanitary sewer water in the Exclusive Space stubbed to the locations designated by Tenant.
- B. Lighting for the Common Space, including parking lot lighting as Continental shall determine adequate for the common use of the occupants of the Continental Air Cargo Facility.
- C. Snow removal from Common Space, including the parking lot, as required.
- D. The gas, electrical, and ventilation systems in the Continental Air Cargo Facility stubbed to the exterior of Tenant's Exclusive Space. All additional gas and

electrical fixtures, equipment, and appliances required by the Tenant with respect to the Continental Air Cargo Facility shall be procured and installed by the Tenant as its own cost and expense. All electricity used or consumed at the Continental Air Cargo Facility shall be on a meter with space occupied by Continental's warehouse area, and Continental shall pay the monthly charges therefore, but Tenant shall reimburse Continental monthly upon invoice for that portion of the electricity deemed to have been used or consumed on behalf of the Tenant as determined by allocating to the Tenant that portion of each monthly electrical bill which is equal to 125 percent of Exclusive Space leased to the Tenant as compared with the total amount of space occupied by Continental and Tenant during each month. The gas used or consumed at the Continental Air Cargo Facility shall not be separately metered and Continental shall pay the monthly charges therefore, but the Tenant shall reimburse Continental monthly upon invoice for that portion of the gas deemed to have been used or consumed on behalf of the Tenant, including gas used or consumed for heating, as determined by allocating to the Tenant that portion of each monthly gas bill which is equal to the amount of Exclusive Space leased to the Tenant in the Continental Air Cargo Facility during the month to which the gas bill relates as compared with (i) the total amount of space subleased for the exclusive use of all sublessees in the Continental Air Cargo Facility during such month and (ii) the amount of space exclusively occupied by Continental in the Continental Air Cargo Facility during such month.

Continental shall not provide waste disposal service, the responsibility for which shall be the Tenant's; and Tenant agrees to cause the disposal of all waste, debris, and trash attributed to the Tenant, its officers, employees, agents, business invitees, and guests, at such intervals as shall be necessary to keep and maintain the Continental Air Cargo Facility in a clean, sightly, sanitary, and tenantable condition.

9. Maintenance and Repair.

- A. In addition to the services and utilities to be provided by Continental pursuant to paragraph 8 above, Tenant shall maintain and keep the Continental Air Cargo Facility in a tenantable condition and in a good state of repair as follows:
- (1) Continental shall maintain and repair all Common Space located at the Continental Air Cargo Facility, including, the parking lot, and lighting system for the Common Space.
 - (2) Except to the extent the Tenant is required to perform such maintenance and repair pursuant to the provisions of subparagraph B of this paragraph 9, Continental shall maintain and repair the Continental Air Cargo Facility structure in a workmanlike manner in accordance with good standard building practice,
 - (3) Except to the extent the Tenant is required to perform such maintenance and repair pursuant to the provisions of subparagraph B of this paragraph 9, Continental shall maintain and repair all systems installed by Continental in the Continental Air Cargo Facility pursuant to the plans and specifications for the Continental Air Cargo Facility and the provisions of paragraph 8 hereof.

B. The Tenant shall maintain and keep the Continental Air Cargo Facility in a tenantable condition and a good state of repair as follows:

- (1) Tenants accepts the premises in the "as is, where is" condition, and Tenant will, at Tenant's expense, comply with all requirements of the City of Chicago as have been and may be reported to correct any and all deficiencies as may exist now or in the future.
- (2) The Tenant shall perform all routine maintenance of the Exclusive Space, including such cleaning and janitorial service as shall be necessary, so as to keep and at all times maintain the Exclusive Space in a clean, sightly, sanitary, and tenantable condition.
- (3) The Tenant shall maintain and keep in a good state of repair all equipment, appliances, fixtures, and furnishings installed or brought upon the Leased Space by the Tenant.
- (4) The Tenant shall perform all maintenance and repair of the portion of the Continental Air Cargo Facility located within the Leased Space, or systems located therein, required as a result of or attributed to any negligent act or omission of the Tenant, its officers, employees, agents, business invitees, or guests.

C. In the event the Tenant fails to perform, for a period of twenty (20) days after notice from Continental so to do, any obligation of the Tenant set forth in this paragraph 9, Continental may enter upon the Leased Space (without causing or constituting a termination of this Sublease Agreement and without causing or constituting an interference with the use of or possession of the Leased Space by the Tenant) and do all things necessary to perform such obligation, charging to the Tenant the cost and expense thereof and the Tenant agrees to pay Continental such charge in addition to any other amounts payable by the Tenant hereunder; provided, however, if the Tenant's failure to perform any such obligation endangers the safety or use of the Continental Air Cargo Facility by the public, Continental, or the other tenants of the Continental Air Cargo Facility, and Continental so states in its notice to the Tenant, Continental may perform such obligation of the Tenant at any time after the giving of such notice and charge to the Tenant, and the Tenant shall pay, as above provided, the cost and expense of such performance.

10. Fixtures and Alterations.

The Tenant may, with the prior written approval of Continental, and, if requested by Continental, with the prior written approval of the Commissioner of Aviation and the Commissioner of Public Works of the City, and after obtaining all requisite building or construction licenses or permits, at its own cost and expense, erect or install in or upon the Exclusive Space any machinery, equipment, appliances, fixtures, or improvements or do or make any alterations or remodeling, or perform interior decorating. Any machinery, equipment, appliances, fixtures, improvements, and other property bought, installed, erected, or placed by the Tenant in, on, or about the Exclusive Space shall be deemed to be personalty and remain the property of the Tenant, and the Tenant shall have the right, at

any time during the term of this Sublease Agreement, to remove any or all of its property, subject to the Tenant's obligation to repair damage, if any, resulting from such removal. The Tenant shall, upon cancellation or termination of this Sublease Agreement, or at any other time it removes any such property, restore the Exclusive Space leased hereunder to the condition as it existed at the beginning of the term hereof, ordinary wear and tear and damage by fire or other casualty covered by the insurance described in paragraph 12 hereof excepted.

11. Indemnity.

The Tenant covenants and agrees at all times to indemnify and hold Continental harmless from and against any and all claims, suits, demands, liabilities, judgments, loss, costs, damages, penalties for violation of any law, ordinance, or regulations affecting Tenant's operations, and expenses of any nature whatsoever (including the cost of investigating and defending any alleged suits, claims, demands, liability, judgments, loss, costs, damages, penalties, and expenses, and attorney's fees and expenses incurred in connection therewith) which may directly or indirectly arise from or be claimed against Continental by any persons for any loss of or damage to property, or injury to, including death, of any person whomsoever, consequent upon, or arising from or out of the operation, use, or occupancy of the Leased Space by the Tenant, its officers, employees, agents, business invitees, or guests, or resulting from the carelessness, negligence, or improper conduct of the Tenant, its officers, employees, agents, business invitees, or guests in the use and occupancy of the Leased Space, except when any such claim, suit, demand, liability, judgment, loss, cost, damage, penalty, or expense is the direct result of the sole negligence of Continental, its officers, employees, agents, business invitees, or guests, or the joint negligence of Continental and any person, firm, or corporation other than the Tenant, its officers, agents, employees, business invitees, and guests.

In addition thereto, the Tenant agrees to indemnify and hold the City harmless from and against all liabilities, judgments, costs, damages, penalties, and expenses which may accrue against, be charged to or recoverable from the City by reason or on account of damage of the property of, injury to, or death of any person, arising from the Tenant's use and occupancy of the Leased Space, and operations at the Airport, including acts of its agents, contractors, and subcontractors, except when caused by the sole negligence of the City or by the joint negligence of the City and any person other than the Tenant, its agents, contractors, and subcontractors.

12. Fire Insurance and Restoration.

Continental shall obtain and maintain in full force and effect at all times during the term hereof, or any extension or renewal thereof, a policy or policies of fire and extended coverage insurance covering the Continental Air Cargo Facility in an aggregate amount not less than eighty percent (80%) of the full insurable value thereof.

If, during the term hereof, or any extension or renewal thereof, the Continental Air Cargo Facility shall be destroyed or damaged in whole or in part by fire or other cause, Continental shall promptly cause the same to be repaired, replaced, and rebuilt, with and to the extent of the insurance proceeds available, at least to the extent of the value and as nearly as possible to the character of the Continental Air Cargo Facility existing immediately prior to such occurrence. Rental otherwise due and payable hereunder shall be ratably abated with respect to that portion of the Exclusive Space, if any, rendered

untenantable as a result of such occurrence for and during the period of time Continental is restoring or rebuilding the Continental Air Cargo Facility subsequent to such damage or destruction, unless such damage or destruction is due to any malfeasance, misfeasance, or nonfeasance of the Tenant, its officers, employees, agents, business invitees, or guests. Nothing contained herein shall be deemed to create any obligation upon Continental to carry and maintain insurance coverage on any of the equipment, furnishings, and contents located within the Leased Space including, without limitation, ground equipment, air cargo, and air cargo handling equipment, all of which shall be the sole liability and responsibility of the Tenant.

13. Insurance.

The Tenant further covenants and agrees that, during the term of this Sublease Agreement, it will procure and maintain in full force and effect, at its own cost and expense, policies of insurance of the types and minimum amounts set forth below issued by a company or companies of sound and adequate financial strength acceptable to Continental and the City and naming Continental and the City as additional assureds thereunder.

Comprehensive Public Liability and Property Damage.

\$3,000,000 single limit.

All such insurance shall be evidenced by a certificate or certificates of insurance delivered to Continental, shall contain a thirty (30) day notice of cancellation clause, and shall contain a provision waiving rights of subrogation against Continental and the City.

14. Rules and Regulations.

The Tenant shall at all times observe and obey all rules and regulations governing the conduct and operation of the Airport (as the same apply to the Continental Air Cargo Facility, and the Tenant's use and occupancy thereof) promulgated from time to time by the City. In addition thereof, Continental shall have the right at any time, and from time to time, to establish, modify, and enforce reasonable rules and regulations with respect to the Continental Air Cargo Facility and the cargo area adjacent thereto, and the Tenant shall faithfully observe and obey all such rules and regulations; provided, however, such rules and regulations shall not be inconsistent with any applicable rules and regulations promulgated by the City.

15. Assignment or Sublease.

The Tenant may assign and delegate this Sublease Agreement and the rights and obligations created hereunder to any corporation into or with which the Tenant may hereafter merge or consolidate, or which may succeed to the business and assets of the Tenant. The Tenant may further assign and delegate or sublease this Sublease Agreement, the rights and obligations created hereunder, and the premises leased hereby, to any wholly-owned subsidiary or affiliated corporation of the Tenant, in which event the Tenant shall remain primarily liable for the payment of rentals and the performance of all the other obligations of the Tenant created hereunder. Except as provided above, this Sublease Agreement and the rights and obligations created hereunder shall not be

assignable or delegable by the Tenant, and any attempt to so assign or delegate shall be null and void.

With the prior written consent of Continental, which consent shall not be unreasonably withheld, the Tenant may sublease the Exclusive Space at a monthly rental rate not to exceed an amount equal to the Tenant's expenses with respect to the Exclusive Space so subleased and facilities and services furnished by the Tenant to, and used by, its sublessee in connection therewith. In the event only a portion of the Exclusive Space is so subleased, it shall be subleased at a monthly rental rate not to exceed a ratable apportionment, on a square foot basis, of the monthly rental rate which would obtain if all of the Exclusive Space was subleased.

It is mutually understood and agreed that nothing contained in this Sublease Agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Tenant as the agent or representative of Continental for any purpose or in any manner whatsoever.

16. Remedies Upon Default.

If any of the following events shall occur:

- A. If any voluntary or involuntary petition in bankruptcy or insolvency, or any assignment for the benefit of creditors, or a receiver, shall be made, filed, or appointed by or against the Tenant, or if the Tenant's leasehold interest in the Leased Space shall be levied upon under execution or attachment by any process at law or in equity;
- B. If the Tenant shall abandon the Leased Space;
- C. If the Tenant shall default in the prompt payment to Continental of rent reserved hereunder, and such default shall continue for a period of fifteen (15) days after notice of such default is given by Continental to the Tenant; or,
- D. If the Tenant shall default in the prompt and full performance of any other term, covenant, or condition of this Sublease Agreement, and such default shall continue for a period of twenty (20) days after notice of such default is given by Continental to the Tenant, unless the default is of such a nature that the same cannot be cured or corrected within said twenty (20) day period and the Tenant shall have promptly and diligently commenced to cure and correct such default and shall have thereafter continued therewith with reasonable diligence and in good faith, in a manner so as to cure and correct the same as promptly as reasonably practicable under the circumstances, and shall have continued therewith until the default shall have been cured and corrected;

then, and in any such event (all of which are herein collectively called "Events of Default"), all unpaid rent reserved by Continental hereunder shall immediately become due and payable; and, in addition thereto, Continental may exercise any of the following remedies or any other remedy available to Continental at law or in equity without further notice and without any further demand or other action by Continental, all of which the Tenant expressly waives, and all such remedies shall be cumulative and non-exclusive and the

exercise of any one or more such remedies shall not be deemed to be an exclusive election of the remedy or remedies exercised or a waiver of the remedies not exercised, to wit: Continental may bring an action at law or in equity to collect the balance of the unpaid rent reserved hereunder; may terminate this Sublease Agreement and the rights of the Tenant created hereunder and recover damages sustained by the Event of Default; without terminating this Sublease Agreement, may terminate the Tenant's right to possession of the Leased Space; and with or without terminating this Sublease Agreement, may re-enter and repossess the Leased Space, and dispel and remove the Tenant and its property therefrom, using such force as may reasonably be necessary without being deemed guilty of trespassing, forceful entry or detainer and without relinquishing its right to the rent reserved hereunder, and without causing forfeiture of changes due by virtue hereof, nor a waiver of any covenant, agreement, or promise contained in this Sublease Agreement, to be performed by Tenant (the Tenant hereby granting Continental full and free license to so enter upon the Leased Space with or without notice, demand, and process of law). Upon and after entry into possession, without terminating this Sublease Agreement, Continental may in its sole discretion further resublet the Leased Space or any part thereof for the account of the Tenant to any person, firm, or corporation for such rent, and upon such terms and conditions as Continental may in its sole discretion determine; and the rent collected by Continental from such resubletting shall first be applied to reimburse unto Continental all costs and expense incurred in connection with the resubletting of the Leased Space, including any and all reasonable costs and expenses incurred in repossessing the Leased Space from the Tenant, and the balance, if any, shall be applied to the rent reserved herein and any deficiency therein shall be the liability and obligation of the Tenant.

Tenant hereby waives all notice of any election made by Continental under this Sublease Agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any Illinois statute relating to forcible entry and detainer, or to Continental and Tenant or any other statute, or by the common law during the terms of this Sublease Agreement.

The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Continental's right to act without notice or demand or of any other right hereby given Continental, or as an election not to proceed under the provisions of this Sublease Agreement.

If default to be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocably constitute any attorney of any Illinois Court of Record attorney for it and, in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Continental and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to immediate execution upon

such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof.

Continental shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released, or terminated, nor shall the right and power to confess judgment given in the preceding paragraphs hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises.

Continental may collect and receive any rent due from Tenant and payment or receipt thereof shall not waive or affect any such notice, demand, suit, or judgment, or in any manner whatsoever waive, affect, change, modify, or alter any rights or remedies which Continental may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses, and attorney's fees which shall be incurred and expended by Continental in enforcing the covenants and agreements of this Sublease Agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

17. Remedies Upon Default of Continental.

The Tenant shall have the right, upon giving notice to Continental, to cancel this Sublease Agreement upon or after the default of Continental in the performance of any of the terms, covenants, or conditions to be performed by Continental hereunder and the failure of Continental to cure and correct said default within sixty (60) days following receipt by Continental of written demand from the Tenant so to do; provided, however, that if the default is of such a nature that the same cannot be cured or corrected within said sixty (60) day period and if Continental shall have commenced the curing and correcting of such default within said sixty (60) days and shall have proceeded therewith, with reasonable diligence and in good faith, in a manner so as to cure and correct the same as promptly as reasonably practical under the circumstances, then, and in that event, no notice of cancellation given pursuant to the provisions of this paragraph 17 shall be of any force or effect. Except as provided above in this paragraph 17, this Sublease Agreement, and the obligations of the Tenant created hereunder, shall not be cancellable or terminable by the Tenant for any cause whatever.

18. Equal Opportunity.

Tenant, in performing under this Sublease Agreement, shall not discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor otherwise commit an unfair employment practice.

Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Tenant further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Sublease Agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1973, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1973, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1973, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1973, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 CFR Chapter 60, and Part 21, Regulations of the Office of the Secretary of Transportation.

To demonstrate compliance the Tenant and its contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

19. Liens.

The Tenant shall at all times keep and maintain the Leased Space and improvements situated thereat free and clear of any and all liens, charges, and encumbrances whatsoever arising out of Tenant's use of the Leased Premises or in any manner attributed to any act or omission of the Tenant, its officers, agents, and employees, or relating to any work or improvements performed on or to the Leased Space by or on behalf of the Tenant, its officers, agents, and employees; and shall not mortgage, pledge, or in any manner hypothecate this Sublease Agreement; provided, however, the Tenant may, in good faith, contest the validity of any lien but, notwithstanding any such contest, if any lien so contested shall be reduced to final judgment and such judgment or such process as may be issued or the enforcement thereof is not promptly stayed or is so stayed and said stay thereafter expires, then, and in any such event, the Tenant shall forthwith entirely pay and discharge said judgment.

In addition to the rent and charge hereinabove described, Tenant shall pay all fees, charges, license fees, and taxes of whatever nature, if necessary, as required by law or ordinance of the City.

20. Notices.

Notices and other communications given hereunder shall be in writing and shall be deemed to have been given and delivered when deposited in the United States Mail, registered or certified, with airmail postage prepaid, or delivered to a telegraph agency for immediate dispatch, and addressed, if to Continental, to:

Continental Air Lines, Inc.

P.O. Box 4607

Houston, Texas 77210-4607

Attn: Vice President

Properties and Facilities

and if to Tenant, to:

Execunet Travel Systems, Inc.

208 South LaSalle, Suite 1276

Chicago, IL 60604

Attn: Richard J. Reedy

or to such other address as the respective party shall from time to time designate in writing to the other party.

21. Ingress and Egress.

Continental grants to the Tenant, its officers, employees, agents, business invitees, and guests the right of access, ingress, and egress to and from the Continental Air Cargo Facility over such routes as shall be approved by the Commissioner of Aviation and the Commissioner of Public Works of the City, to the same extent and subject to the same conditions and restrictions as shall be available and applicable to Continental and the other occupants of the Continental Air Cargo Facility.

22. Binding Agreement.

Subject to the provisions of paragraph 15 hereof, this Sublease Agreement and the rights and obligations created hereunder shall be binding upon and inure to the benefit of the respective parties hereto, their successors, and assigns.

23. Surrender of Possession.

Upon termination of the initial term, or any extension, of this Sublease Agreement, the Tenant shall forthwith surrender the Leased Space to Continental in good condition and repair, reasonable wear and tear and damage from any casualty not arising out of a negligent act or omission of the Tenant, its officers, employees, agents, business invitees, or guests, excepted; and if the Tenant shall retain possession of the Leased Space, or any part thereof, after the termination of the term, by lapse of time or otherwise, the Tenant shall pay to Continental all damages sustained by reason of the Tenant's retention of possession. Further, if the Tenant so remains in possession of the Leased Space, or any part thereof, such holding over shall, at the election of Continental, to be made by notice to the Tenant and not otherwise constitute a renewal of this Sublease Agreement for an additional one (1) year period. The provisions of this paragraph 23 shall not be construed to waive Continental's right of re-entry or any other right in Continental hereunder.

24. Miscellaneous.

- A. In the event any covenant, phrase, clause, paragraph, section, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition, or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition, or provision herein contained.
- B. Captions and paragraph headings used herein are for the convenience of reference only and are not intended to define, limit, or describe the scope or intent of any of the provisions of this Sublease Agreement.
- C. A waiver by either party hereto of a breach by the other party of any covenant, condition, or other provision contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant, condition, or other provision and shall not in any way excuse or relieve the other party from its obligations and responsibilities created hereunder.
- D. The Tenant shall have the right to install and maintain signs, provided that all signs so installed shall be limited to those which advertise air transportation, and the number, general type, size, design, and location of such signs shall be subject to the approval of Continental and the Commissioner of Aviation of the City.
- E. This Sublease Agreement embodies and constitutes the entire understanding among the parties with respect to the transactions contemplated herein, and supersedes all prior or contemporaneous representations, understandings, subleases, or agreements, whether oral or written. Neither this Sublease Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such

instrument. No partial invalidity of this Sublease Agreement shall affect the remainder.

25. Governing Law.

This Sublease Agreement shall be deemed to have been entered into under and shall be construed in accordance with the Laws of the State of Illinois.

[Signature forms omitted for printing purposes.]

Consent to Sublease.

Subject to this specific prohibition of the activities of selling or delivering of airline tickets from this location on Chicago-O'Hare International Airport, the undersigned hereby consent to the foregoing sublease agreement as authorized by ordinance of the City Council of the City of Chicago passed on _____ C.J.P. pp.

CITY OF CHICAGO
a municipal corporation

By _____
Commissioner of Aviation

By _____
City Comptroller

[Exhibits attached to this Sublease Agreement
printed on pages 10933 thru 10937
of this Journal.]

SECTION 2. This ordinance shall be in force and effect from and after its passage.

AUTHORITY GRANTED FOR LICENSE AGREEMENT FOR
PENTHOUSE SPACE BETWEEN CITY AND
AERONAUTICAL RADIO,
INCORPORATED.

The Committee on Aviation submitted the following report:

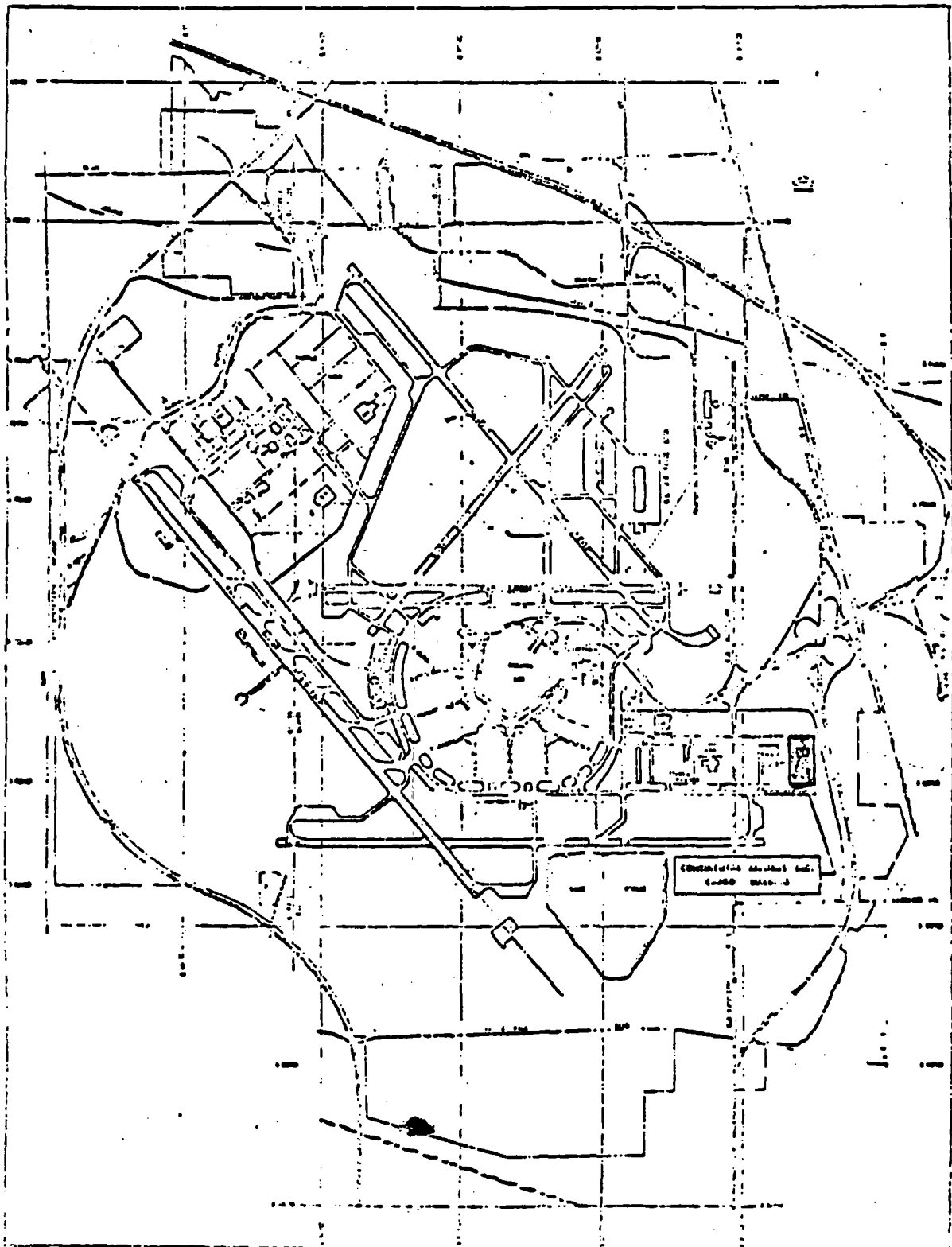
(Continued on page 10938)

11/14/84

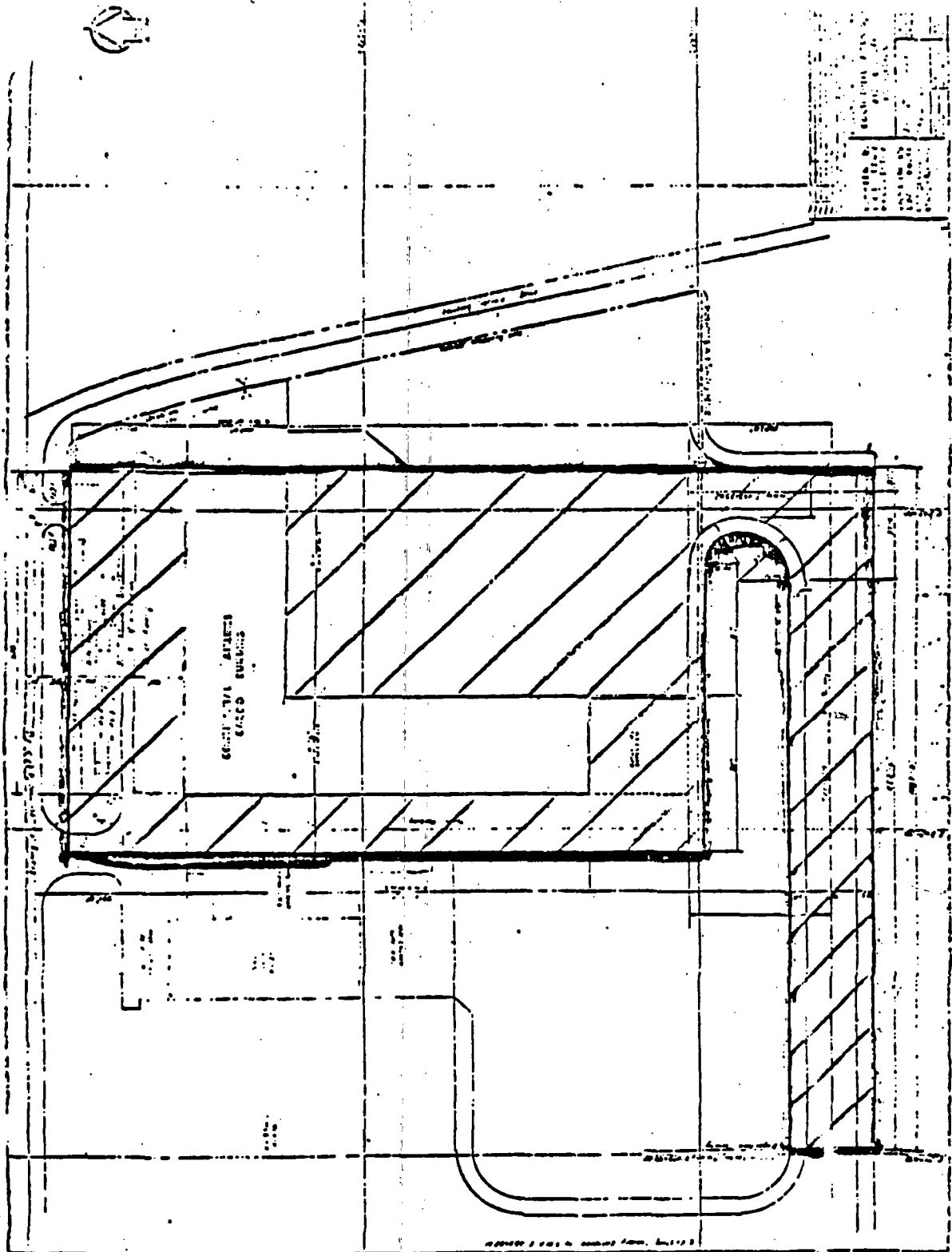
REPORTS OF COMMITTEES

10933

TO THE CONTINENTAL AIR LINES, INC.
O'HARE INTERNATIONAL AIRPORT CARGO BUILDING
SUBLEASE AGREEMENT



CHICAGO O'HARE INTERNATIONAL AIRPORT
LOCATION PLANS



Page 1 of 1

EXHIBIT "B"
TO THE CONTINENTAL AIR LINES, INC.
O'HARE INTERNATIONAL AIRPORT CARGO BUILDING
SUBLEASE AGREEMENT

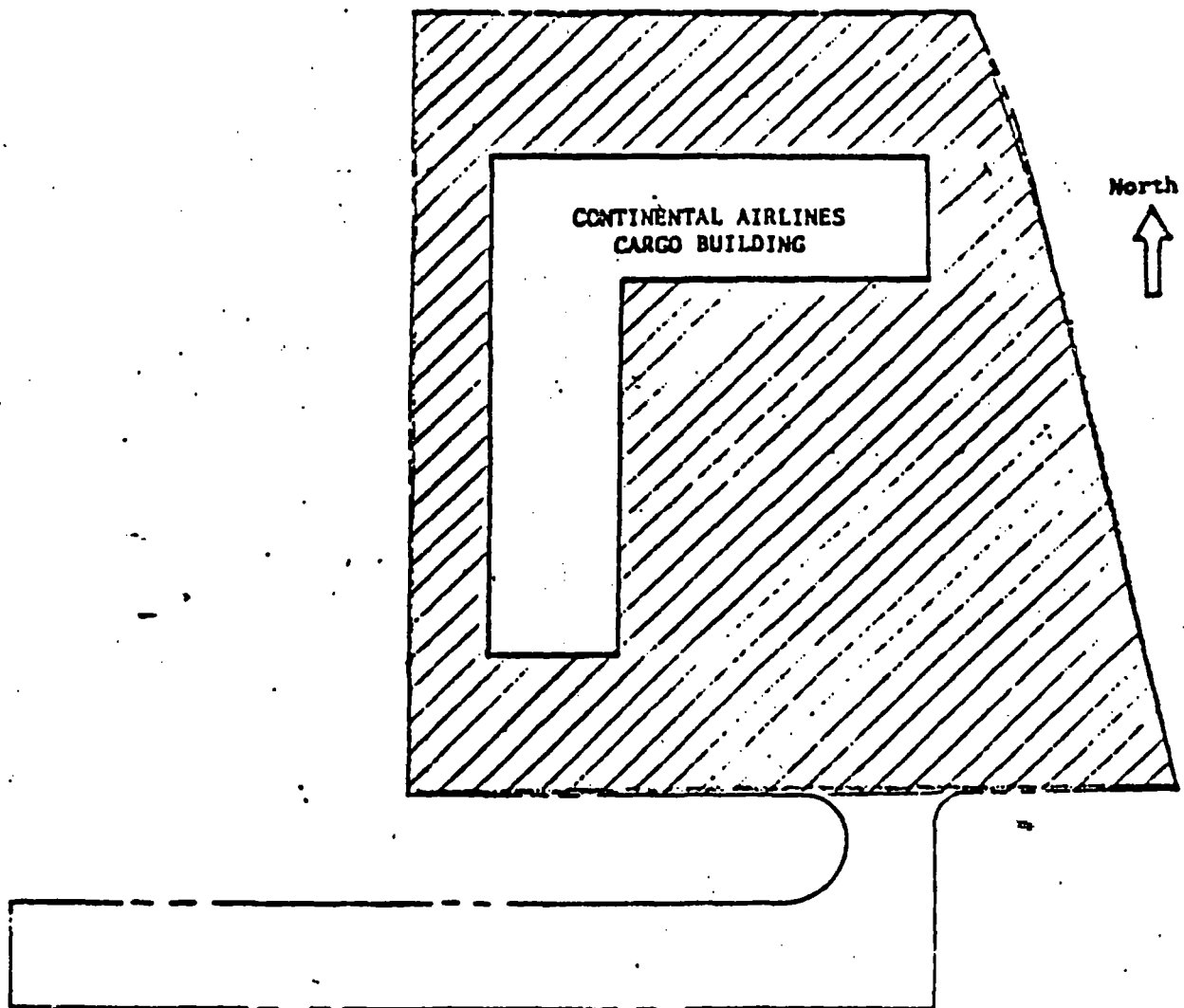
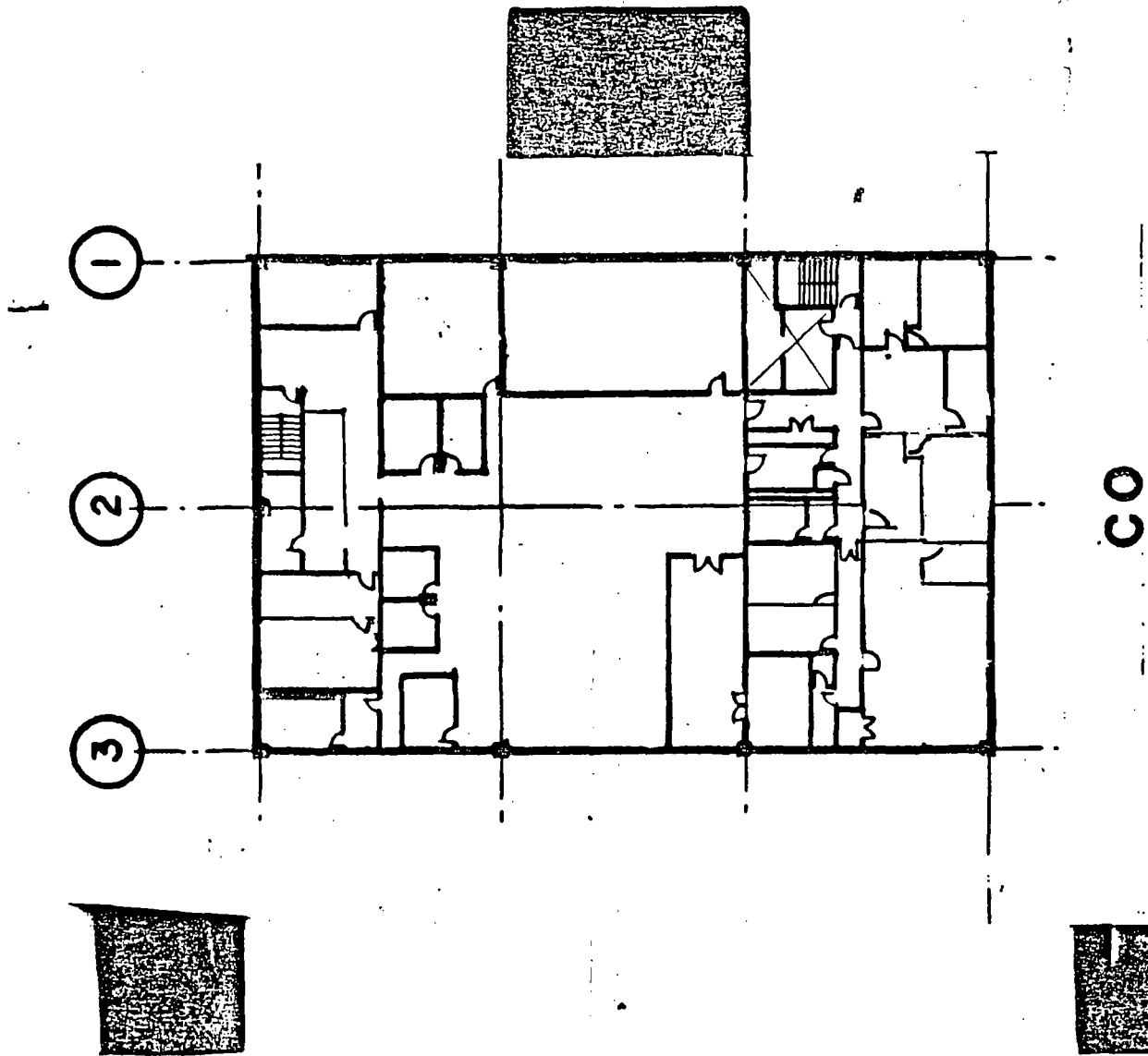


EXHIBIT "B" Page 1 of 1
TO THE CONTINENTAL AIRLINES INC.
O'HARE INTERNATIONAL AIRPORT CARGO BUILDING
SUBLEASE AGREEMENT



(Continued from page 10932)

CHICAGO, November 9, 1984.

To the President and Members of the City Council:

Your Committee on Aviation having had under consideration a proposed ordinance transmitted with a communication signed by Thomas Kapsalis, Commissioner of the Department of Aviation (which was referred on September 17, 1984) authorizing a license agreement for Penthouse space between the City of Chicago and Aeronautical Radio, Inc., begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) FRANK M. DAMATO,
Chairman.

On motion of Alderman Damato, the proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone-- 43.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Mayor is authorized to execute and the City Clerk to attest, subject to approval of the City Comptroller and the Commissioner of Aviation and approval as to form and legality of the Corporation Counsel a license agreement between the City of Chicago and Aeronautical Radio, Inc. for premises at Chicago-O'Hare International Airport, said license agreement to be in the following form:

This license Agreement (hereinafter referred to as this "Agreement"), made this _____ day of _____, 1984, between the City of Chicago, a Municipal Corporation of Illinois (hereinafter referred to as "Licensor") and Aeronautical Radio, Inc., a Maryland Corporation, (hereinafter referred to as "Licensee").

WITNESSETH:

Whereas, Licensor owns and operates the Airport known as Chicago-O'Hare International Airport, (hereinafter referred to as "Airport"), situated in the City of Chicago, Counties of Cook and DuPage, State of Illinois; and

Whereas, Licensee desires to provide communications for various airlines between base stations and handy talkie and mobile stations and so requires a location for its trunked radio central site facility that will provide coverage at the ramp and operations locations of the users; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee a license to use such a central site, together with the rights and privileges set forth; now, therefore.

Article I.

Premises.

Premises. Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee the following space at Chicago- O'Hare International Airport, described as a section of Penthouse F on the G Concourse, consisting of approximately 140 square feet, all as indicated on Exhibit "A" attached hereto and made a part hereof, for the purpose of operating a trunked radio central site facility and for no other purposes, upon the conditions hereinafter set forth, all of the which Licensee accepts.

Article II.

Term.

The term of this Agreement shall be for a period of five (5) years, beginning on _____, 1984, the day of approval of authorizing ordinance by the City Council of the City of Chicago and terminating on _____.

In the event Licensee shall, with the consent of the City, hold over and remain in possession of the premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that air transportation operations are discontinued at the Airport then the terms and conditions of this Agreement, shall thereafter no longer be operative, except as they apply to the payment of outstanding fees or to other specific conditions of termination or cancellation contained herein. All other terms and conditions will remain in effect.

Article III.

License Fee and Utility Payment.

A. Fixed Rental. During the term of this Agreement Licensee agrees to pay Licensor, as a license fee, the sum of \$23.57 per square foot per year for the granted premises.

B. Schedule of Payments. Licensee shall pay each month, in advance, to the City Comptroller of the City of Chicago (hereinafter called "City Comptroller") a sum equal to 1/12 of the annual license fee of \$3,300.00.

C. Pro Rata Payment. If the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable rental for said month shall be paid by Licensee to Licensor pro rata in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

D. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of thirty (30) days or more in its payment to Licensor of the above fee and payments and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of ten (10%) percent per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee in which event the legal rate of interest shall prevail if money is determined to be owed.

Article IV.

Investment by the Licensor and Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to remodel to the extent necessary, the granted premises comprising an area approximately 14 feet long by 10 feet wide in the northeasterly corner of Penthouse F. Licensee also agrees to erect a 9-foot 10-inch antenna on the roof of the Penthouse, and preferably to mount it on a 10-foot ramp tower for an overall extension of not more than 20 feet. All such improvements and equipment necessary for this trunked radio central site facility are the responsibility of the Licensee, and shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense.

B. Installation by the Licensor and by the Licensee. The Licensor will provide:

- (1) General illumination.
- (2) Adequate heat and ventilation, the adequacy to be determined by the Licensor.

The Licensee will provide:

- (1) All necessary improvements not provided by the Licensor including, but not limited to cabinets, partitions, enclosures, additional lighting fixtures, and all other fixtures and equipment.
- (2) Electric outlets provided in suitable numbers and locations as needed.

C. Improvements and Equipment Installed by Licensee at Chicago-O'Hare International Airport:

- 1) Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of

Aviation and Commissioner of Public Works of the City of Chicago (hereinafter referred to as "Commissioner of Public Works").

2) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction shall be subject at all times to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications.

3) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licensor.

4) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the granted premises in good and serviceable condition and repair.

5) Licensee shall keep the granted premises and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any lien sought to be imposed.

6) In the event that the granted premises are reasonably required for Airport purposes that are neither capricious nor arbitrary prior to the expiration of this Agreement, the Commissioner of Aviation may upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee's removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof.

D. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall make no alternations, additions or replacements without obtaining the Commissioner of Aviation's written approval in advance thereof. The Licensee shall obtain prior approval from the Commissioner of Aviation and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the premises as of the effective date of this Agreement.

Article V.

Services to be Performed by Licensee.

A. Type of Operation. The Licensee shall perform the services authorized under this Agreement in accordance with the highest standards for this type of operation and in compliance with all applicable federal, state and local laws, ordinances and regulations.

B. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. The Licensee shall not employ any person or persons in or about the granted premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Licensee agrees to dispense with the services of any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interests of the Licensor.

C. Maintenance. Licensee shall maintain all of its installed improvements, equipment, enclosure walls or frames and doors in good order and repair, keeping the same clean, safe, functioning and sanitary.

Article VI.

Service to be Performed by the Licensor.

The Licensor will maintain the structure, the roof and outer walls of the Terminal Buildings and Penthouse. Licensor will not furnish janitorial service, interior or exterior window cleaning, guarding or custodial services.

Article VII.

Cancellation by Licensee.

This Agreement shall be subject to cancellation by the Licensee and in the event of any one or more of the following events:

- (1) The permanent abandonment of the Airport as an air terminal.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use the Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.
- (4) The breach by the Licensor in the performance of any covenant or agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such breach for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.

Article VIII.

Property Rights Upon Termination.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, subject, however, to Licensor's right to require Licensee to remove all or any portion of said improvements, equipment, fixtures, and facilities and to

restore the premises, wherein the same were installed, or the affected portions thereof, to their original condition, reasonable wear and tear excepted.

Article IX.

Damage or Destruction of Premises.

Should any portion of the granted premises be partially damaged by fire or other casualty, but not be rendered untenable thereby, such premises shall be repaired by Licensor at its expense as quickly as practicable; and, in such event, there shall be no abatement of the rentals fee payable hereunder. In the event, however, that such damage is so extensive as to render any portion of the premises untenable, the damage shall be repaired by Licensor at its expense as quickly as practicable and the rental payable hereunder shall abate proportionately from the date of such damage until such time as the said premises shall again be tenable.

Should any portion of the granted premises be so extensively damaged by fire or other casualty as to render the same untenable and should Licensor fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licensor shall furnish Licensee with replacement space suitable to Licensee. In such event, if the damage is to the premises situated at Chicago-O'Hare International Airport, the fixed licensee fee payable hereunder with respect thereto shall abate.

Article X.

Insurance.

Licensee, at the expense of Licensee, shall keep in force, during the term of this Agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as approved by the Comptroller of the City of Chicago (hereinafter called "Comptroller") and the Commissioner of Aviation for the protection of Licensor and/or Licensee. Insurance requirements hereunder shall be subject to the determination of the Comptroller and the Commissioner of Aviation.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Loss of Rents, Fire and Extended Coverage, Workmen's Compensation, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements thereto shall in all cases where possible name Licensor as co-insured thereunder.

Upon approval by said Comptroller and Commissioner of Aviation of all insurance required, in the forms, kinds and amounts to be procured, Licensee shall deliver all policy originals or duplicate originals and endorsements thereto to the Commissioner of Aviation for incorporation within this Agreement as attachments thereto. In any event, Licensee is not to commence or to exercise any of the rights and privileges granted under this Agreement until such time as all insurance to be furnished by Licensee is in full force and effect.

Licensee expressly understands and agrees that any insurance protection furnished by Licensee hereunder shall in no way limit its responsibility to indemnify and save harmless Licensors under the provisions of Article XII of this Agreement.

Article XI.

Employment Preference.

Licensee agrees that it will use its best efforts to employ residents of the City of Chicago in the operation of its business at Chicago airports. Licensors shall have access to all employment information regarding prospective and existing personnel, including but not limited to: newspaper advertisements, employment applications and hiring and termination data to determine compliance with this article. The information obtained thereby may be used in the consideration of the grant of future license agreements to Licensee rights.

Article XII.

Indemnity.

The Licensee does hereby covenant and agree to indemnify, save harmless from and defend the Licensors against all fines, suits, claims, demands and actions of any kind and nature including antitrust claims, arising by reason of any and/or all of its operations hereunder, and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property arising by reason of any and/or all of its operations hereunder.

Article XIII.

Inspection.

The Licensee shall allow the Licensors' authorized representative access to the granted premises at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

Article XIV.

Ingress and Egress.

Subject to regulations governing the use of the Airport, the Licensee, his agents and servants, patrons and invitees, and his suppliers of service and furnishers of materials shall have the right of ingress to and egress from the granted premises provided, however, that the suppliers of services, furnishings, materials, or stock shall do so in such reasonable manner and at such times so as not to interfere with normal airport operations.

Article XV.

Assignment and Subletting.

The Licensee shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created thereby, or any interest in any portion of the same, nor permit any other person or persons, company or corporation to occupy the premises, without the written consent of the City Council being first obtained.

Article XVI.

Signs.

Licensee shall not erect, install, operate nor cause nor permit to be erected, installed or operated in or upon the granted premises, the terminal buildings, or the Airports, any signs or other similar advertising device without first having obtained the Commissioner of Aviation's written consent thereto.

Article XVII.

Redelivery.

Licensee will make no unlawful or offensive use of the granted premises and will at the expiration of this Agreement, through the passage of time or otherwise or upon any sooner termination thereof without notice, quit and deliver up said premises to the Licensor and those having its estate in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear expected, as the same now are or may hereafter be placed by the Licensee or the Licensor.

Article XVIII.

*Subject to Airline Agreements, Nondiscrimination and
F.A.A. Requirements.*

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" and the further provisions, including the right of cancellation of Section 6.04 Article VI of that certain Agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airports.

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union

skilled labor, or who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, et seq.; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, et seq., and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education, and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Non-Discrimination in the Use of the Premises by Licensee.

This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Licensee shall use the granted premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

The breach of any of the above non-discrimination covenants, shall constitute cause for the City of Chicago to terminate this Agreement.

Article XIX.

Non-Waiver.

Any waiver or any breach of covenants herein contained to be kept and performed by the Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

*Article XX.**Default.*

These entire agreements are made upon this condition, that if the Licensee shall be in arrears in the payment of any of the license fees for a period of sixty (60) days, or if Licensee shall fail to operate the facilities herein as required or if said Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failures or neglect shall continue for a period of not less than thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such defaults within said thirty (30) days (such thirty-day notification period shall not be construed to apply to any default in payment of license fees if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefits of creditors), then in any of said cases or event, the Licensor, or the Commissioner of Aviation lawfully may, at its option, immediately or any time thereafter, without demands or notice, enter into, and upon the granted premises or any part thereof and in the name of the whole, and repossess the same and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrears of license fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

*Article XXI.**Independence of Agreement.*

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting the Licensee as the agents, representatives or employees of the Licensor for any purpose or in any manner whatsoever. The Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

*Article XXII.**Rules, Regulations, Laws, Ordinances and Licenses.*

The Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport, Terminal Buildings, and related facilities, which Licensee agrees to observe and obey. The Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state and county and municipal governments which may be applicable to its operations at the Airport and shall obtain and maintain all permits and licenses necessary for its operation at the airports. Licensee further agrees to pay all taxes imposed by law on the property or operation.

Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the granted premises for other areas of equivalent size where and when in the opinion of said Commissioner same is necessary for the proper functioning of the Airport.

*Article XXIII.**Notices.*

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Department of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago, Illinois 60602, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at 900 Lee Street, Elk Grove Village, Illinois, 60007 or to such other addresses as the parties may designate to each other in writing from time to time.

*Article XXIV.**Paragraph Headings.*

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

*Article XXV.**Invalid Provisions.*

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or provision shall in no way effect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

*Article XXVI.**Prohibition of Recordation.*

This Agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook County or DuPage County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and that if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

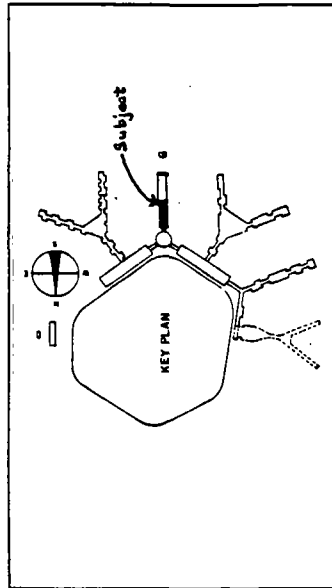
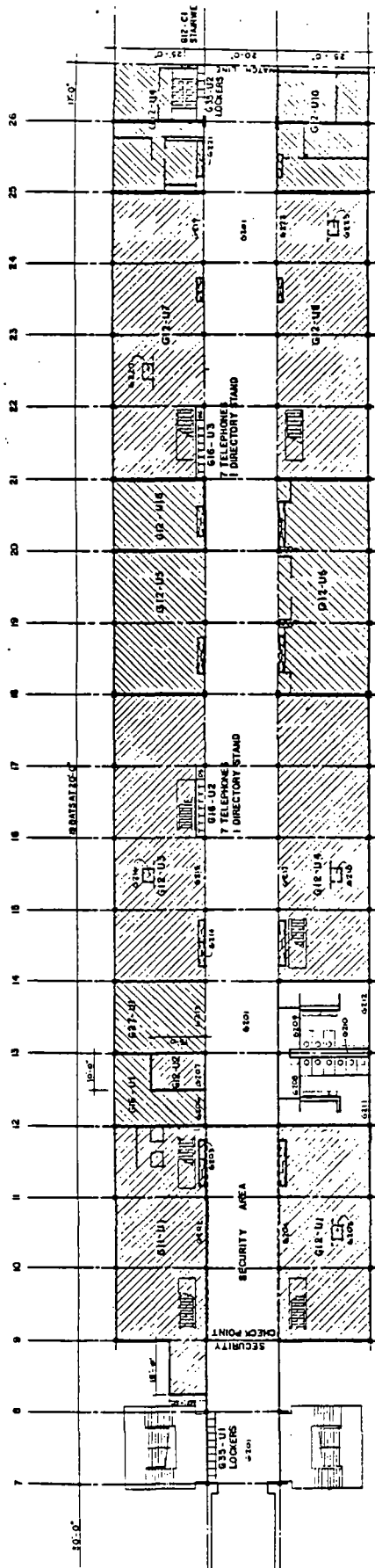
Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____, (C.J.P. pp. _____).

In Witness Whereof, the parties hereto have caused this Agreement to be executed under the respective seals on the day and year first above written.

[Signatures forms omitted for printing purposes.]

[Exhibits attached to this agreement are printed
on pages 10949 thru 10950 of this Journal.]

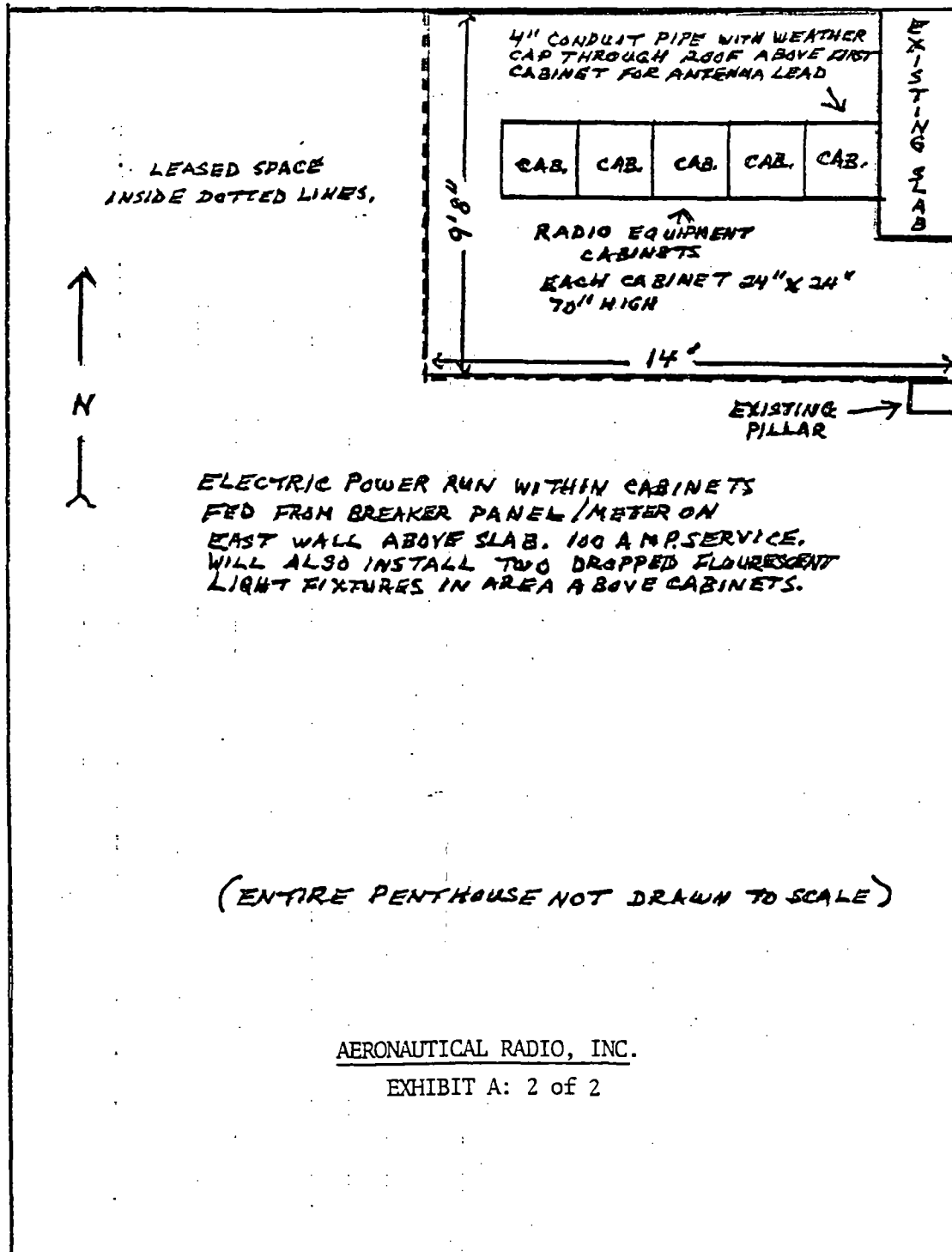
SECTION 2. This ordinance shall be in force and effect from and after its passage.



CHICAGO-O'HARE INTERNATIONAL AIRPORT	
AREA ASSIGNMENTS	
NORTH HALF OF CONOURSE BLDG G-UPPER LEVEL & PENTHOUSE FLOOR PLANS	
1. NAME OF AREA	NAESS & MURPHY
2. NAME OF OFFICE	CITY OF CHICAGO
3. NAME OF PERSON	RICHARD J. DAILY
4. NAME OF POSITION	MAYOR
5. NAME OF OFFICE	CHICAGO
6. NAME OF PERSON	EDWARD J. DAILY
7. NAME OF POSITION	DEPUTY MAYOR
8. NAME OF OFFICE	CHICAGO
9. NAME OF PERSON	EDWARD J. DAILY
10. NAME OF POSITION	DEPUTY MAYOR
11. NAME OF OFFICE	CHICAGO
12. NAME OF PERSON	EDWARD J. DAILY
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96. NAME OF PERSON	EDWARD J. DAILY
97. NAME OF POSITION	DEPUTY MAYOR
98. NAME OF OFFICE	CHICAGO
99. NAME OF PERSON	EDWARD J. DAILY
100. NAME OF POSITION	DEPUTY MAYOR

AERONAUTICAL RADIO, INC.

EXHIBIT A: 1 of 2



COMMITTEE ON CLAIMS AND LIABILITIES.

AUTHORITY GRANTED FOR PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ETC.

The Committee on Claims and Liabilities submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

On motion of Alderman Kotlarz, the said proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 43.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay to the following-named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim; with said amount to be charged to the activity and account specified as follows:

Damage to Vehicles.

Department of Streets and Sanitation:
Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
David Kremer 2542 W. 50th Street Chicago, Illinois 60632	9/9/82 Viaduct between Hoyne and Oakley	\$200.00
John S. Rempas 6222 N. Lawndale Chicago, Illinois 60659	7/15/83 Parkside and 63rd Street	404.36
Allstate Ins. Co. and Eugene M. Firtik Cl. No. 4181282312MMR	8/29/83 47th and Central	395.91

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
P.O. Box 127 Skokie, Illinois 60077]		
Ms. Enid Chesler 555 Cornelia Apt. 206 Chicago, Illinois 60657	8/16/83 568 Stratford Place	\$169.63
Rosemary Tarsitano 193 Cardinal Bloomington, Illinois 60108	1/3/84 Division and Dearborn Streets	231.23
Mr. Henry Dziekan 2232 W. 51st Street Chicago, Illinois 60609	12/26/83 2100 block of Oakley	260.00
Estella Collins 836 N. Trumbull Chicago, Illinois 60651	12/19/83 Laramie and Ohio Streets	200.00
Edward Oedzes d/b/a Ruwaldt Packing Co. 9542 S. Oakley Chicago, Illinois 60643	3/5/84 9538 S. Oakley	338.06
Edward Donald Fink P.O. Box 203 Lake Bluff, Illinois 60044	3/7/84 Water Street and Beaubien	417.07
Nationwide Ins. Co. and Edward Karin Cl. No. 63-03-493-261 2600 Nonconnah Boulevard Memphis, Tennessee 38132	9/2/83 Exit 52C Chicago Expressway	1,228.53
Mohammed Sozzer 3101 W. Lawrence Avenue Chicago, Illinois 60625	3/14/84 Lawrence and Albany	1,011.20
Raymond Bradley 10738 S. Michigan Chicago, Illinois 60628	4/5/84 11501 S. Michigan	527.61
Richard Winter Assoc., Inc. 1149 Merchandise Mart Chicago, Illinois 60654	4/3/84 1501 LaSalle St.	155.45

11/14/84

REPORTS OF COMMITTEES

10953

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Milton Hyman 606-A S. Boulevard Evanston, Illinois 60202	4/5/84 300 E. Randolph	\$157.83
Thomas J. Luby 82 Metlin Avenue Akron, Ohio 44302	3/19/84 E. Division Street	536.76
Donna L. Reece 1 E. Scott Apt. 809 Chicago, Illinois 60610	4/18/84 330 N. Columbus	119.32
Maciej Rylski 1260 N. Astor Chicago, Illinois 60610	4/2/84 North Avenue Beach	93.36
Peter B. Scarmuzzo 615 Houston Lemont, Illinois 60439	4/25/84 300 E. Randolph	185.05
Norman O. Waugh 809 W. Bradley Chicago, Illinois 60613	1/24/84 300 W. Randolph	175.00
Grace F. Webster 2901 S. Michigan Apt. 305 Chicago, Illinois 60616	4/13/84 35th and Indiana	159.30
Ms. Anita Faye Miller 1314 W. 85th Street 2nd Fl. Chicago, Illinois 60620	4/18/84 3740 W. Archer	165.00
Ms. Irene Diamond Petke 480 Alpine Lane Hoffman Estates, Illinois 60194	4/10/84 Damen Avenue north of Evergreen	35.00
Donald R. Spencer 6541 Birch Hollow Drive Memphis, Tennessee 38115	7/10/84 71st and Halsted Street	120.49
Howard E. Swanson 10902 S. Bell Avenue Chicago, Illinois 60643	6/13/84 S. Sacramento Boulevard	215.28
Rose Marie Mohring and William Damore	5/4/84 City Parking Garage 9	229.23

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
4020 N. Moody Avenue Chicago, Illinois 60634]		
Mary M. Donnell 3722 W. Cermak Chicago, Illinois 60623	6/6/84 19th and Sacramento	\$99.81
Marcellus Barnes 8410 S. Kimbark Chicago, Illinois 60619	5/12/84 7504 S. Chicago Avenue	83.40
Addie Belin 8448 S. Ada Chicago, Illinois 60620	6/11/84 1846 S. Sacramento	155.59
L. Langer 6519 N. Onarga Avenue Chicago, Illinois 60631	6/27/84 6519 S. Onarga	57.56
Richard C. Long 5300 N. Newcastle Chicago, Illinois 60656	6/10/84 Foster and Higgins	183.40
Roderick Martin 8952 S. Aberdeen Chicago, Illinois 60620	6/16/84 7530 S. Stony Island	278.02
Mary C. Avent 6742 S. Crandon Chicago, Illinois 60649	6/21/84 7500 S. Stony Island	133.55
Ronald Champagne 5801 Dorchester Chicago, Illinois 60637	6/11/84 4800 W. Addison	417.56

Damage to Property.

Department of Police: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Bienvenido L. Bertin 1761 W. Division Chicago, Illinois 60622	10/10/83 624 W. Division	\$240.00
Mr. C. James Locke c/o Mr. J. Hickey 2828 N. Cambridge - Apt. 209 Chicago, Illinois 60657	1/23/84 19th Police District	1,004.00

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Ms. Helen Grabowski 4945 N. Rutherford Avenue Chicago, Illinois 60656	5/25/84 4945 N. Rutherford	\$20.75
Chris Vasrlopulos 2646 N. Milwaukee Chicago, Illinois 60647	3/6/84 2644 N. Milwaukee	100.00

Damage to Vehicles.

Department of Sewers: Account No. 314.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Vince Waldron 2048 N. Burling Chicago, Illinois 60614	5/9/84 940 W. Wrightwood	\$118.80

Damage to Vehicles.

Department of Police: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Allstate Ins. Co. and Charlie Matthews Cl. 2520022472-FSH P.O. Box 127 Skokie, Illinois 60077	8/2/83 80th and Emerald Avenue	\$680.73
Economy Fire and Cas. Ins. Co. and Roger and Ann Wright Cl. FB46-496-1 AA1 500 Economy Court Freeport, Illinois 61032	1/28/84 602 W. Monroe Street	752.68
State Farm Ins. Co. and Matthew Blockon Cl. 13 8504 779 5676 S. Archer Avenue Chicago, Illinois 60638	2/19/84 7041 S. Throop	465.76
State Farm Ins. Co. and Laura Magnusson Cl. 13 2080 502 2645 W. Addison Street Chicago, Illinois 60618	1/1/84 Milwaukee and Devon	439.15

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Constitutional Cas. Co. and Michael Ernst Cl. 123-465 5618 N. Milwaukee Chicago, Illinois 60646	3/7/84 Ashland and Estes	\$723.54
Allstate Ins. Co. and Herman Schwendeman Cl. 1239323734FSK P.O. Box 127 Skokie, Illinois 60076	5/16/84 2409 W. Irving Park Road	150.35
State Farm Ins. Co. and Dan Hermiz Cl. 13 2084 348 2645 W. Addison Street Chicago, Illinois 60618	1/21/84 Lawrence and Ravenswood	660.98
Underwriters Adj. Co. and Edward Bartkowiak File 002-3V 3677 200 S. Wacker Drive Chicago, Illinois 60606	3/7/84 214 W. North Avenue	643.75

Damage to Vehicle.

Department of Water: Account No. 200.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Michael Shiffer 2447 W. Farwell Avenue Chicago, Illinois 60645	3/14/84 324 S. Franklin	\$286.33

Various License Refunds.

Department of Finance: Account No. 100.9112.934

Jeame D. Elmore 440 W. 87th Street Chicago, Illinois 60620	000703 9/6/84	\$25.00
Fana Evanof 4432 N. Kasson Chicago, Illinois 60630	9/6/84 K44356	87.50
Robert Carey 5634 W. Madison Chicago, Illinois 60644	003019 9/6/84	25.00

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
Hampton Miller China Glass 3930 W. Roosevelt Chicago, Illinois 60624	9/6/84 545	\$60.00
Waly Itayem 8258 S. Halsted Chicago, Illinois 60620	9/6/84 367	80.00
Kimperda, Inc. 7-Eleven 3647 W. 83rd Place Chicago, Illinois 60653	9/6/84 5332	90.00
Jerome Kosovich 4956 W. Wolfram Chicago, Illinois 60641	9/6/84	735.90
David Allison 3251 W. Ogden Chicago, Illinois 60623	9/6/84 677	25.00
George Eskelinen (Crown Pub) 1659 W. Division Street Chicago, Illinois 60622	9/6/84	735.90
Hyde Park Hotel Restaruant 4900 Lake Shore Chicago, Illinois 60615	9/6/84 3903	836.00
Nino's, Inc. d/b/a Bernie's 2825 W. Irving Park Rd. Chicago, Illinois 60618	9/6/84 6956	75.00
Young Park 1417 W. Morse Chicago, Illinois 60626	9/6/84 7184	80.00
P & N Demars, Inc. 8154 Root Court Chicago, Illinois 60648	9/6/84 6302	836.00
Triple R. Produce 94 S. Water Market Chicago, Illinois 60608	9/6/84 1308	120.00
TWT Incorporated 1531 E. Hyde Park	9/6/84 No. 12038	80.00

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
Chicago, Illinois 60615]		
Stefanas Valopoulos 2242 W. Lawrence Chicago, Illinois 60625	9/6/84 No. 729	\$120.00
Rufus McCullem 5633 W. Madison Chicago, Illinois 60644	9/6/84 No. 1	100.00
Abughalos Mansour 1036 N. Polk No. 2R Chicago, Illinois 60607	9/6/84 No. 1839	10.00
Stefan Kazibut 5529 S. Nottingham Avenue Chicago, Illinois 60638	9/6/84 No. 126	10.00
Kaplan Drugs, Inc. c/o Hiroshi Nakano 5555 N. Sheridan Road Chicago, Illinois 60608	9/6/84 No. 1632	25.00
M. J. Diaz, Inc. 2501 N. Kedzie Chicago, Illinois 60623	9/6/84 No. 5690	80.00
Ohio Food 600 N. Cicero Chicago, Illinois 60644	9/6/84 Liquor License	669.00
Vegas 79, Inc. 3716 W. 79th Street Chicago, Illinois 60652	9/6/84 No. K4165	587.53
World Wide Liquors 6713 N. Northwest Highway Chicago, Illinois 60631	9/6/84 No. 004489	80.00

Damage to Property.

Department of Water: Account No. 200.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Northern Illinois Gas Co. c/o Ken Palmatier CI No. 83-2412	12/9/83 5210 Otto	\$789.74

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
P.O. Box 190 Aurora, Illinois 60507		
Mrs. Domingo O'Cherony 5915 N. Central Park Avenue Chicago, Illinois 60659	11/1/83 5915 N. Central Park Avenue	\$47.65
Peoples Gas Light & Coke Co. File No. 84-0-42 122 S. Michigan Avenue Chicago, Illinois 60603	2/16/84 47 W. 104th Street	354.28

Damage to Property.

Department of Fire: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
All American Mat. Robert D. Thomas 2621 W. Harrison Chicago, Illinois 60612	3/16/84 2621 W. Harrison	\$426.55

Damage to Vehicles.

Department of Streets and Sanitation (Bureau of Forestry):
Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Ronald J. Majchrowski 2044 N. Kilpatrick Chicago, Illinois 60639	5/5/84 2044 N. Kilpatrick	\$116.00
Lumbermen's Mut. Cas. Co. and Paul Jurcenko File No. 050 AU 146278 N 500 W. Central Road P.O. Box AL Mt. Prospect, Illinois 60056	12/3/82 Leland Avenue	462.25
Yoginder P. Chaddha 6217 W. Peterson Chicago, Illinois 60646	3/23/84 6217 W. Peterson	120.00

Damage to Property.

Department of Streets and Sanitation (Bureau of Forestry):
Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Robert M. Fowler 11233 S. Church St. Chicago, Illinois 60643	4/18/84 11233 S. Church St.	\$145.00

Damage to Property.

Department of Streets and Sanitation: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Standard Mut. Ins. Co. and Amparo Cuevas CI No. 403457 P.O. Box 3893 Oakbrook, Illinois 60521	2/22/84 3356 W. 37th Place	\$437.50
and		

Be It Further Ordered, That the Commissioner of Water is authorized to refund the amount due by the amount set opposite the name of the claimant; on account of underground leaks and to charge same to Account No. 200.8220.935:

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Marthena C. Bowman 6355 S. Champlain Chicago, Illinois 60637	12/9/81-8/20/82 6355 S. Champlain Avenue	\$364.00
Dorothy Norris 3218 N. Narragansett Avenue Chicago, Illinois 60634	1/27/84-3/29/84 3218 N. Narragansett Avenue	37.29
S. Chorba 7667 Forrest Preserve Chicago, Illinois 60634	11/17/83-1/26/84 3407 N. Lowell Avenue	275.30
Addle P. Lumpkin Box 445 Oak Park, Illinois 60301	12/6/83-4/9/84 450 N. Western Avenue	400.00
Mary Jane Sachs, Executor of Sara Miller Estate 2430 Berwyn Avenue Chicago, Illinois 60625	10/19/83-12/28/83 2428-30 W. Berwyn Avenue	66.23

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Elenor Knepp 4928 W. Cuyler Chicago, Illinois 60641	3/10/82-5/7/82 2051 N. Spaulding	\$168.75
Thomas W. Cullerton 5815 W. Irving Park Road Chicago, Illinois 60634	12/7/83-4/23/84 5815-21 W. Irving Park Road	260.31

and

Be It Further Ordered, That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant; on account of underground leaks and to charge same to Account No. 200.8220.935:

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Vincent Mota 2511 W. Cortez St. Chicago, Illinois 60622	8/8/83-1/25/84 2511 W. Cortez Street	\$294.65
Anna Vaughn 143 E. 111th Street Chicago, Illinois 60628	4/6/83-8/8/83 143 E. 111th Street	318.16
Burton Abrams 20 N. Clark Street Chicago, Illinois 60602	12/29/81-2/28/83 920-30 East 43rd Street	400.00
Lemke & Grijalva 3649 W. 31st Street Chicago, Illinois 60623	4/23/82-12/23/82 2230 S. Albany Avenue	91.59
Thomas C. Holland 1840 N. Orchard Chicago, Illinois 60614	10/4/83-2/7/84 1840 N. Orchard Street	248.23
Sid Harris 22 Red Oak Street Cary, Illinois 60013	12/15/83-2/22/84 4426 S. Shields Avenue	156.13
Martin M. Fred 1253 N. Hoyne Avenue Chicago, Illinois 60622	12/1/83-2/7/84 1253 N. Hoyne Avenue	62.20
A. Trzeciak 3039 S. Tripp Avenue Chicago, Illinois 60623	9/14/83-2/7/84 3039 S. Tripp Avenue	340.68

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Mrs. Edward Saunders 8256 S. Elizabeth Chicago, Illinois 60620	6/24/83-12/21/83 8256 S. Elizabeth Street	\$400.00
Thomas Samad 3347 W. 51st Street Chicago, Illinois 60632	4/15/83-10/12/83 3345-47 W. 51st Street	266.11
Sac Imports Ltd. Building 666 N. Michigan Avenue Chicago, Illinois 60611	5/18/83-7/27/83 666 N. Michigan Avenue	400.00

*Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS
ON VEHICLES, PROPERTY DAMAGE, PERSONAL
INJURIES, ET CETERA.*

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, November 13, 1984.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities to which was referred on October 7, 1977 and subsequent sundry claims as follows:

(October 8, 1982)	Donald Tang
(December 20, 1982)	Paul Kackett
(October 15, 1981)	Yellow Cab. Co. by Dinkes, Soll and Dinkes Y82-818
(March 27, 1983)	Paulino Daniel
(May 9, 1983)	Martin R. Warta
(September 15, 1983)	Adolph Jenkins
(September 26, 1983)	Allstate Ins. Co. Subrogee Jack R. Simone 123905 0337 FSZ
(September 12, 1983)	Delores A. Lane
(October 4, 1983)	James Britton
(July 13, 1983)	Allstate Ins. Co. Subrogee Ronald E. Voll 1838558417
(November 4, 1983)	Gregory W. Wagner
(November 11, 1983)	Myles J. McEvilly
(September 26, 1983)	Allstate Ins. Co. Subrogee Jack R. Simone 123905 0337 FSZ
(November 1, 1983)	Allstate Ins. Co. Subrogee W. R. Kruif 1019380621
(November 18, 1983)	S. Schiff
(August 12, 1983)	Bernard J. Ryan
(October 14, 1983)	A. M. Barrett, Jr.

(November 19, 1983)
(November 18, 1983)
(December 20, 1983)
(December 23, 1983)

Robert M. Bruns
Sherryl Goosby
Mark T. Loafman
Thomas Goodlow

(November 28, 1983)
(May 12, 1983)

Steven Sims
Illinois Ins. Co. Subrogee Richard and Bohdanna Pence
575535

(August 1, 1982)
(October 9, 1983)

Raymond Woods
Jeffrey S. Cohen

(October 31, 1983)

Farmers Ins. Group Subrogee Sherri Payton 22-10734-
49-14

(December 1, 1983)
(January 3, 1984)
(November 24, 1983)
(February 7, 1984)

Paul L. Galli
Peter Knezevich
Transamerica Ins. Subrogee Anthony Kopp 3622532
Michael Guinta

(December 24, 1983)
(November 22, 1983)

Ulysses Butler
Allstate Ins. Co. Subrogee Jeannie Woodard
2709114868RYE

(October 7, 1977)

Allstate Ins. Co. Subrogee Richard Lewis 252804433 8
FSZ

(December 23, 1983)

Allstate Ins. Co. Subrogee Louise Green 252 0078960
FSX

(January 28, 1984)

Jack Weinberg (Iglow Jewelers)

(January 22, 1984)
(June 1, 1983)
(November 21, 1983)
(February 24, 1984)
(January 23, 1984)

Angela Porter
Carol M. Thomas Neff
Sharon M. Gibbons
Bickerdike Apartments
Kenneth Brown

(December 13, 1984)
(February 7, 1984)
(February 27, 1984)
(December 7, 1983)
(February 13, 1984)
(January 24, 1984)

Daniel Michael McKinley
John Dodrow
William A. Bowers
Checker Taxi Co. By Dinkes, Soll and Dinkes C83-722
Bronislaw Mszal
Ventura Contracting Co.

(December 27, 1983)
(February 28, 1984)
(December 28, 1983)

Dean Sellas
Martin G. Hoffmeister
Ohio Casualty Group and La Preferida, Inc. Chicago I AU
83 142922 C

(December 7, 1983)
(March 22, 1984)

Lena M. White
Mildred S. Harris

(March 13, 1984)
(March 3, 1984)

Helen T. Johnson
Patricia A. Sanders

(March 29, 1984)
(March 30, 1983)
(January 13, 1984)

Mary Agnew
Anthony A. Giannini
Transamerica Ins. Group Subrogee Anthony Pellegrino
6065072

(January 1, 1983)
(January 9, 1984)

Jesse Shields
State Farm Ins. Co. Subrogee Janice Poglitsch 13-8503-
247

(January 12, 1984)
(January 13, 1984)
(April 3, 1984)

Mary Troyanek
Qureshi Ghulam
Richard Highberger

(October 18, 1982)
(December 26, 1983)
(August 13, 1982)
(March 12, 1984)
(November 15, 1983)

Peoples Gas Light & Coke Co. 82-0-124
Michael Nichols
Hartz Construction
Allstate Ins. Co. Subrogee Richard Gibbons 123-9168-311
Fred Barre

(May 1, 1984)
(February 16, 1984)
(August 24, 1983)
(March 7, 1984)
(April 19, 1984)

Gary Booker
Herbert H. Sirott
Robert K. Smith
Anthony Mascio
Mildred Stoller

(March 15, 1984)
(April 30, 1984)
(May 9, 1984)
(April 20, 1984)

Prudential Prop. and Cas. Subrogee Patricia Mook 104-
03688-K19
David Vice
Mario L. Grijalva
Allstate Ins. Co. Subrogee Ruth H. Glover 252-0125168
FSS

(March 12, 1984)

Peoples Gas Light and Coke Co. 84-0-41

(April 17, 1984)
(April 17, 1984)
(March 13, 1984)
(September 2, 1983)
(March 17, 1984)

Peoples Gas Light and Coke Co. 84-0-50
Peoples Gas Light and Coke Co. 84-0-49
Peoples Gas Light and Coke Co. 84-0-44
Illinois Bell Telephone Co. ZCD 5402
Michael D. Toye

(October 13, 1983)
(June 6, 1984)
(June 11, 1984)
(April 2, 1984)
(December 14, 1983)

Grinnell Mutual Reinsurance Co. Subrogee Ralph Allen
Paynter - 441658
Sac Imports Ltd. Bldg.
L. A. Jackson
Peoples Gas Light and Coke Co. 84-0-57
Leroy Long

(July 20, 1983)
(January 20, 1984)
(May 5, 1984)
(May 29, 1984)
(November 5, 1983)

Michael P. Conroy
Susy Ann Fessel
Helen S. Karwowski
Warren D. Carthen
Lumbermens Mutual Cas. Co. Subrogee Howard Weil
050-AU-153375-M

(December 24, 1983)
(May 28, 1984)
(January 4, 1984)
(February 9, 1984)
(July 10, 1982)

Ron's Towing Service
Nancy Gaskin Ashley
Michael S. Micheff
IL Dept. of Transportation 4-16539-4
Allstate Ins. Co. Subrogee Brenda Martyne 252-8979824-
FSM

(May 3, 1984)
(June 18, 1984)
(May 16, 1984)
(February 6, 1984)
(January 16, 1984)

David W. Laier
Ronald Gene Lenkart
Richard Walkowiak
Yellow Cab Co. by Dinkes, Soll and Dinkes Y-84-215
State Farm Ins. Co. Subrogee Abe Goldberg 13-2066-902

(June 30, 1984)
(March 28, 1982)
(March 22, 1984)
(July 25, 1984)
(February 27, 1984)

Marion L. Bass
Roland C. Michalak
Madis Lacy
Illinois Bell Telephone ZCD 8469
Illinois Bell Telephone ZCD 7475

(February 21, 1984)
(May 30, 1984)
(July 15, 1984)
(June 8, 1984)
(February 14, 1984)

Illinois Bell Telephone ZCD 7478
Illinois Bell Telephone ZCD 7477
Ethel Ward Nolan
Phillip Young
Tracey Storey

(May 4, 1984)
(April 17, 1984)
(July 28, 1984)
(July 6, 1984)
(May 27, 1984)

Joseph M. Wajda
Margaret Wallyn
John Young
Constance E. Scanlan
Bert M. Svedman

(June 9, 1984)
(January 3, 1984)
(July 4, 1984)
(April 9, 1984)
(May 28, 1984)

Scott Wagman
Janice Millette
Robert L. Christian
Mrs. Miriam Drory
Franklin P. Friedman, M.D.

(May 29, 1984)
(March 19, 1984)
(November 27, 1983)
(June 7, 1984)
(June 3, 1984)

Margaret Grish
Michele Hamper
Ellen Marquez
Maryann Micazzo
Patricia E. Olenak

(May 3, 1984)
(June 11, 1984)
(May 26, 1984)
(December 13, 1982)
(June 28, 1984)

Alex Orlowski
Donna L. Petrucci
Rosalyn Branch
Linda K. Brewer
Edwin H. Cohen

(August 8, 1984)
(July 2, 1984)
(July 23, 1984)
(May 25, 1984)
(May 31, 1984)

John Griffin
Richard J. Kirby
Eugene Kodish
Allstate Ins. Co. Subrogee Michael Brothers 252-0136330
Allstate Ins. Co. Subrogee Beverly Daniels 252-120111
FST

(August 14, 1984)
(August 8, 1984)

Walter Zubik
Antoinette Muehlels

having had the same under advisement begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

These recommendations were concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,
(Signed) JOSEPH S. KOTLARZ,
Chairman.

On motion of Alderman Kotlarz the committee's recommendations were *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 43.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

**COMMITTEE ON CULTURAL DEVELOPMENT AND
HISTORICAL LANDMARK PRESERVATION.**

***Action Deferred* -- APPOINTMENT OF MR. FRED FINE
AS COMMISSIONER OF CULTURAL AFFAIRS.**

The Committee on Cultural Development and Historical Landmark Preservation submitted a report, which was, on motion of Alderman Cullerton and Alderman Pucinski, *Deferred* and ordered published:

CHICAGO, November 14, 1984.

To the President and Members of the City Council:

Reporting for your Committee on Cultural Development and Historical Landmark Preservation, which held a meeting on November 9, 1984, I submit to you the following item for your consideration:

A communication signed by Harold Washington, Mayor, under date of September 6, 1984, appointing Fred Fine as Commissioner of the Department of Cultural Affairs.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,
(Signed) GERALD M. McLAUGHLIN,
Chairman.

COMMITTEE ON ECONOMIC DEVELOPMENT.

CONDITIONAL APPROVAL GRANTED FOR ISSUANCE OF
INDUSTRIAL REVENUE BOND FOR PROJECT BY
CHICAGO SWEETENERS, INCORPORATED.

The Committee on Economic Development submitted the following report:

CHICAGO, November 14, 1984.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Mayor Harold Washington (which was referred on October 31, 1984) for the conditional approval of an industrial revenue bond in the amount of \$2,500,000 to finance an industrial development project in the City of Chicago to be owned by Chicago Sweeteners, Inc., begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by six (6) members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of Commissioner of Economic Development of the City of Chicago (the "Commissioner"), and the Department and the Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not to exceed \$2,500,000 aggregate principal amount of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by Chicago Sweeteners, Inc., a Delaware corporation, or Western Warehouse Company, as its designee, or a land trust of which either is sole beneficiary, to be used as a warehouse and processing facility for food ingredients and to be located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; and

WHEREAS, Section 103(k) of the Internal Revenue Code of 1954, as amended, requires that a public hearing be held in the City of Chicago, Illinois, on the proposed plan of financing for said industrial development project; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such Industrial Revenue Bonds in an aggregate principal amount not to exceed \$2,500,000 for the purpose aforesaid.

SECTION 3. The Commissioner is hereby authorized, empowered and directed to publish notice to the public of a public hearing on the proposed plan of financing for said industrial development project, such notice to be in substantially the same form as Exhibit A attached hereto and made a part hereof and to be published on a date and in a manner determined by him to be appropriate and at least fourteen (14) days prior to the date on which said public hearing is to be held; and the Commissioner (or any officer or employee of the Department designated by the Commissioner) is

further authorized, empowered and directed to hold the public hearing referred to in said notice and to provide a transcript of said public hearing to the Finance Committee of this City Council.

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

Memorandum of Agreement and Exhibit A attached to this ordinance read as follows:

This Memorandum of Agreement (the "Agreement") is by and between the Department of Economic Development of the City of Chicago (the "Department") and Chicago Sweeteners, Inc., a Delaware corporation (the "Borrower").

1. Preliminary Statement. Among the matters of mutual inducement which have resulted in this Agreement are the following:

(a) The City of Chicago, Cook County, Illinois (the "City") is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and as such home rule unit has duly adopted Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Ordinance"), authorizing and empowering the City to issue revenue bonds for the purpose of financing the cost of the acquisition, purchase, construction, rehabilitation, redevelopment or extension of "industrial development projects" (as defined in the Ordinance) in order to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City and the attraction of new businesses to the City.

(b) The Borrower or Western Warehouse Company, as its designee, or an Illinois land trust of which either is the sole beneficiary, proposes to acquire and renovate an existing facility, consisting of approximately 118,000 square feet, located at 2234 West 43rd Street in Chicago, Illinois and to acquire and install equipment consisting of liquid storage and blending equipment, sugar unloading and processing equipment and related equipment, all to be used as a warehouse and processing facility for food ingredients (the "Project") and for the payment of related costs and fees. The Borrower wishes to obtain satisfactory assurance from the City that the proceeds from the sale of the revenue bonds of the City will be made available to finance the cost of the Project.

(c) The Department is authorized pursuant to the Ordinance to enter into agreements with respect to industrial development projects and the financing thereof and to make recommendations to the City with respect to the issuance of revenue bonds.

(d) Subject to due compliance with all requirements of law, the Department will proceed to take such action, and recommend that the City take such action, as may be necessary to cause to be prepared such agreements, mortgages, indentures, or such other documents as may be necessary to cause the City, by virtue of such authority as may now or hereafter be conferred by the Ordinance, to issue and sell its revenue bonds in an amount not to exceed \$2,500,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

(e) Pursuant to the Ordinance, the Economic Development Commission of the City of Chicago (the "Commission") has identified the Project as an industrial development project which may be undertaken to strengthen and promote the economic vitality of the City of

Chicago, Illinois, has approved the form of this Agreement, and has advised the Commissioner of Economic Development of the City of Chicago to recommend to the City Council of the City that the City issue and sell the Bonds to finance the cost of the Project.

(f) The Department, with and upon the advice of the Commission, considers that the financing by the City of the cost of the Project on behalf of the Borrower will promote and further the purposes of the Ordinance.

2. Undertakings on the Part of the Department. Subject to the conditions above stated and to the limits of the authority of the Department, the Department agrees as follows:

(a) That it will begin the proceedings necessary on its part to cause the City Council of the City to authorize the issuance and sale of the Bonds, pursuant to the terms of the Ordinance as then in force.

(b) That it will cooperate with the Borrower in finding a purchaser or purchasers for the Bonds and, if satisfactory purchase arrangements can be made, the Department will recommend that the City adopt such proceedings authorizing the execution of such documents as may be necessary or advisable for the authorization, issuance and sale of the Bonds and the financing of the Project, all as shall be authorized by law and mutually satisfactory to the Department, the City and the Borrower.

(c) That, if the City issues and sells the Bonds, the financing instruments will provide that the City will use the proceeds of the Bonds to finance the Project and the aggregate payments, basic rents or sale price (i.e., the amounts to be paid by the Borrower, or a land trust designated by it, and used by the City to pay the principal of, interest and redemption premium, if any, on the Bonds) payable under the instruments whereby the Project shall be financed, shall be such sums as shall be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

(d) That it will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3. Undertakings on the Part of the Borrower. Subject to the conditions above stated, the Borrower agrees as follows:

(a) That it will use all reasonable efforts to find one or more purchasers for the Bonds.

(b) That contemporaneously with the issuance of the Bonds, the Borrower will enter into a revenue agreement, as defined in the Ordinance, with the City under the terms of which the Borrower will obligate itself to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as when the same shall become due and payable, such revenue agreement to be in form and substance satisfactory to the Department, the City and the Borrower.

(c) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchaser thereof and ending three years after the date of completion of the construction, equipping and installing of the Project or after payment of all costs of said acquisition, construction, equipping and installing of the Project, whichever is later,

Borrower will and will cause the Company to (1) furnish upon request of the Department a report in a form satisfactory to the Department, containing information relating to the Project, including but not limited to, the numbers and types of jobs and employment opportunities which have been created or maintained within the City as a result of said construction, equipping and installing of the Project, and (2) permit any duly authorized agent of the Department to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Borrower and the Company located within the City of Chicago, Illinois, during regular business hours all books, records, and other documents of the Company relating to expenditures from the Bond proceeds for the Project and the numbers and types of jobs at the Project.

(d) That it will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

4. General Provisions.

(a) All commitments of the Department under paragraph 2 hereof and of the Borrower under paragraph 3 hereof, are subject to the conditions that on or before one (1) year from the date hereof (or such other date as shall be mutually satisfactory to the Department and the Borrower), the Department, the City and the Company shall have agreed to mutually acceptable terms for the Bonds and of the sale and delivery thereof, and mutually acceptable terms and conditions of the agreements and instruments referred to in paragraphs 2 and 3 hereof and the proceedings referred to in paragraphs 2 and 3 hereof.

(b) All costs and expenses in connection with the financing and construction, equipping and installing of the Project, including the fees and expenses of counsel to the City and the Department, Carlson and Hug, as bond counsel, and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Borrower. If the events set forth in (a) of this paragraph do not take place within the time set forth on any extension thereof and the Bonds are not sold within such time, the Borrower agrees that it will reimburse the City and the Department for all reasonable and necessary direct out-of-pocket expenses which the City and the Department may incur from the execution of this Agreement and the performance by the City of its obligations hereunder, and this Agreement shall thereupon terminate.

In Witness Whereof, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this 30th day of October, 1984.

[Signature forms omitted for printing purposes.]

Exhibit A.

NOTICE OF PUBLIC HEARING.

Notice is hereby given that on _____, 1984, at _____, m., _____ in _____, Chicago, Illinois, a public hearing will be held before the Commissioner of Economic Development of the City of Chicago or his designee regarding a plan to issue not to exceed \$2,500,000 Industrial Revenue Bonds (the "Bonds") of the City of Chicago, Cook County, Illinois (the "City"), the

proceeds of which will be loaned to Chicago Sweeteners, Inc., a Delaware corporation (the "Borrower") or Western Warehouse Company, as its designee, or an Illinois land trust of which either is the sole beneficiary, to acquire and renovate an existing facility, consisting of 118,000 square feet located at 2234 West 43rd Street, Chicago, Illinois, and to acquire and install equipment, consisting of liquid storage and blending equipment, sugar unloading and processing equipment and related equipment, all to be used as a warehouse and processing facility for food ingredients.

The Bonds will be issued by the City pursuant to its powers as a home rule unit of government under the 1970 Constitution of the State of Illinois and an ordinance proposed for adoption by the City Council of the City. The Bonds will not be general obligations of the City, the State of Illinois or any political subdivision thereof, but will be special, limited obligations of the City as the principal of, premium, if any, and interest on the Bonds will be payable solely from revenues and receipts derived from the repayment of the loan by the Borrower (except to the extent payable from Bond proceeds, the income from the temporary investment thereof and moneys derived from and payments made pursuant to the instruments delivered in connection with said loan). The Bonds will not constitute an indebtedness of the City, the State of Illinois or any political subdivision thereof or a loan of credit of any of them within the meaning of any constitutional or statutory provisions. No owner of any Bond will have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of, premium, if any, or interest on the Bonds.

The above noticed public hearing is required by the Tax Equity and Fiscal Responsibility Act of 1982. Written comments may also be submitted to the Department of Economic Development of the City of Chicago at its office located at 20 North Clark Street, Room 2800, Chicago, Illinois 60602, until _____, 1984. Subsequent to the public hearing, the City Council of the City will meet to consider approval of the issuance of the Bonds.

Notice dated _____, 1984.

Commissioner of Economic Development,
Department of Economic Development of
the City of Chicago

**CONDITIONAL APPROVAL GRANTED OF INDUSTRIAL
REVENUE BOND FOR PROJECT BY MIDWEST
FILM CORPORATION.**

The Committee on Economic Development submitted the following report:

CHICAGO, November 14, 1984.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Mayor Harold Washington (which was referred on October 31, 1984) for the conditional approval on an industrial revenue bond in the amount of \$1,250,000 to finance an industrial development project in the City of Chicago to be owned by Midwest Film Corporation, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by six (6) members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) WILLIAM M. BEAVERS,
Vice-Chairman.

On motion of Alderman Beavers, the proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 43.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of the Commissioner of Economic Development of the City of Chicago (the "Commissioner"), and the Department and the Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not to exceed \$1,250,000 aggregate principal amount of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by Midwest Film Corporation, to be used as a manufacturing facility and to be located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; and

WHEREAS, Section 103(k) of the Internal Revenue Code of 1954, as amended, requires that a public hearing be held in the City of Chicago, Illinois, on the proposed plan of financing for said industrial development project; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. This recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement, in the form submitted to this City Council, is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such Industrial Revenue Bonds in an aggregate principal amount not to exceed \$1,250,000 for the purpose aforesaid.

SECTION 3. The Commissioner is hereby authorized, empowered and directed to publish notice to the public of a public hearing on the proposed plan of financing for said industrial development project, such notice to be in substantially the same form as Exhibit A attached hereto and made a part hereof and to be published on a date and in a manner determined by him to be appropriate and at least fourteen (14) days prior to the date on which said public hearing is to be held; and the Commissioner (or any officer or employee of the Department designated by the Commissioner) is further authorized, empowered and directed to hold the public hearing referred to in said notice and to provide a transcript of said public hearing to the Finance Committee of this City Council.

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

Memorandum of Agreement and Exhibit A attached to this ordinance read as follows:

This Memorandum of Agreement (the "Agreement") is by and between the Department of Economic Development of the City of Chicago (the "Department") and Midwest Film Corporation, a Delaware corporation (the "Company").

1. Preliminary Statement. Among the matters of mutual inducement which have resulted in this Agreement are the following:

(a) The City of Chicago, Cook County, Illinois (the "City") is a municipality and a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and as such home rule unit has duly adopted Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), authorizing and empowering the City to issue its revenue bonds for the purpose of financing the cost of the acquisition, purchase, construction, rehabilitation, redevelopment or extension of "industrial development projects" (as defined in the Enabling Ordinance), in order to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City and the attraction of new businesses to the City.

(b) The Company proposes to acquire, construct and install certain machinery and equipment, including but not limited to a printing press, bag machines and an extrusion line, to be used by the Company in the manufacture of polyethylene bags, to be owned and used by the Company in connection with the Company's existing manufacturing facilities (the "Project") located in the City of Chicago, Illinois. The Company wishes to obtain satisfactory assurance from the City that the proceeds from the sale of the revenue bonds of the City will be made available to finance the cost of the Project.

(c) The Department is authorized pursuant to the Enabling Ordinance to enter into agreements with respect to industrial development projects and the financing thereof and to make recommendations to the City with respect to the issuance of its revenue bonds.

(d) Subject to due compliance with all requirements of law, the Department will proceed to take such action, and recommend that the City take such action, as may be necessary to cause to be prepared such agreements, mortgages, indentures or such other documents as may be necessary to cause the City, by virtue of such authority as may now or hereafter be conferred by the Enabling Ordinance, to issue and sell its revenue bonds in an amount not to exceed \$1,250,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

(e) Pursuant to the Enabling Ordinance, the Economic Development Commission of the City of Chicago (the "Commission") has identified the Project as an industrial development project which may be undertaken to strengthen and promote the economic vitality of the City of Chicago, Illinois, has approved the form of this Agreement, and has advised the Commissioner of Economic Development of the City of Chicago to recommend to the City Council of the City that the City issue and sell the Bonds to finance the cost of the Project.

(f) The Department, with and upon the advice of the Commission, considers that the financing by the City of the cost of the Project on behalf of the Company will promote and further the purposes of the Enabling Ordinance.

(g) The Department and the City reserve the right to give priority to the issuance of industrial development bonds and certain other "private activity bonds" of the City, as may be required by Section 103(n) of the Internal Revenue Code of 1954, as amended, or as they, in their sole discretion, may determine, with the result that the City may not issue the Bonds in calendar year 1984.

2. Undertakings on the Part of the Department. Subject to the conditions above stated and to the limits of the authority of the Department, the Department agrees as follows:

(a) That it will begin the proceedings necessary on its part to cause the City Council of the City to authorize the issuance and sale of the Bonds, pursuant to the terms of the Enabling Ordinance as then in force.

(b) That it will cooperate with the Company in finding a purchaser or purchasers for the Bonds, and if satisfactory purchase arrangements can be made, the Department will recommend that the City adopt such proceedings authorizing the execution of such documents as may be necessary or advisable for the authorization, issuance and sale of the Bonds and the financing of the Project, all as shall be authorized by law and mutually satisfactory to the Department, the City and the Company.

(c) That, if the City issues and sells the Bonds, the financing instruments will provide that the City will use the proceeds of the Bonds to finance the Project and the aggregate payments, basic rents or sale price (i.e., the amounts to be paid by the Company and used by the City to pay the principal of, interest and redemption premium, if any, on the Bonds) payable under the instruments whereby the Project shall be financed, shall be such sums as shall be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

(d) That it will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3. Undertakings on the Part of the Company. Subject to the conditions above stated, the Company agrees as follows:

(a) That it will use all reasonable efforts to find one or more purchasers for the Bonds.

(b) That contemporaneously with the issuance of the Bonds, the Company will enter into a revenue agreement, as defined in the Enabling Ordinance, with the City under the terms of which the Company will obligate itself to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable, such revenue agreement to be in form and substance satisfactory to the Department, the City and the Company.

(c) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchaser thereof and ending three years after the date of completion of the acquisition, construction and installation of the Project or after payment of all costs of the acquisition, construction and installation of the Project, whichever is later, the Company (1) will furnish upon the request of the Department a report in a form satisfactory to the Department, containing information relating to the Project, including, but not limited to, the numbers and types of jobs and employment opportunity which have been created or maintained within the City as a result of the acquisition, construction and installation of the Project, and (2) will permit any duly authorized agent of the Department to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Company located within the City of Chicago, Illinois, during regular business hours all books, records and other documents of the Company relating to expenditures from the Bond proceeds for the Project and the numbers and types of jobs at the Project.

(d) That it will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

4. General Provisions.

(a) All commitments of the Department under paragraph 2 hereof and of the Company under paragraph 3 hereof, are subject to the conditions that on or before one (1) year from the date hereof (or such other date as shall be mutually satisfactory to the Department and the Company), the Department, the City and the Company shall have agreed to mutually acceptable terms for the Bonds and of the sale and delivery thereof, and mutually

acceptable terms and conditions of the agreements and instruments referred to in paragraphs 2 and 3 hereof and the proceedings referred to in paragraphs 2 and 3 hereof.

(b) All costs and expenses in connection with the financing and the acquisition, construction and installation of the Project, including the fees and expenses of counsel to the City and the Department, Chapman and Cutler, as bond counsel, and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Company. If the events set forth in (a) of this paragraph do not take place within the time set forth or any extension thereof and the Bonds are not sold within such time, the Company agrees that it will reimburse the City and the Department for all reasonable and necessary direct out-of-pocket expenses which the City and the Department may incur from the execution of this Agreement and the performance by the City of its obligations hereunder, and will pay upon demand the preliminary fees of bond counsel, and this Agreement shall thereupon terminate.

In Witness Whereof, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this 12th day of October, 1984.

[Signature forms omitted for printing purposes.]

Exhibit A

NOTICE OF PUBLIC HEARING.

Notice is hereby given that on _____, 1984, at _____ M., in _____ Chicago, Illinois, a public hearing will be held before the Commissioner of Economic Development of the City of Chicago or his designee, regarding a plan to issue not to exceed \$1,250,000 aggregate principal amount of Industrial Revenue Bonds (the "Bonds") of the City of Chicago, Cook County, Illinois (the "City"), the proceeds of which will be lent to Midwest Film Corporation, a Delaware corporation (the "Company"), to be used by the Company to acquire, construct and install certain machinery and equipment, including but not limited to a printing press, bag machines and an extrusion line, to be used by the Company in the manufacture of polyethylene bags, said facilities to be owned and used by the Company and located at the Company's existing manufacturing facilities at 2120 West 49th Street, Chicago, Illinois.

The Bonds will be issued by the City pursuant to its powers as a home rule unit of government under the 1970 Constitution of the State of Illinois and an ordinance proposed for adoption by the City Council of the City. The Bonds will not be general obligations of the City, the State of Illinois or any political subdivision thereof, but will be special, limited obligations of the City as the principal of, premium, if any, and interest on the Bonds will be payable solely from revenues and receipts derived from the repayment of the loan by the Company (except to the extent payable from Bond proceeds, the income from the temporary investment thereof and moneys derived from and payments made pursuant to the instruments delivered in connection with said loan). The Bonds will not constitute an indebtedness of the City, the State of Illinois or any political subdivision thereof or a loan of credit of any of them within the meaning of any constitutional or statutory provisions. No holder of any Bond will have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of, premium, if any, or interest on the Bonds.

The above noticed public hearing is required by Section 103(k) of the Internal Revenue Code of 1954, as amended. Written comments may also be submitted to the Department of Economic Development of the City of Chicago at its office located at 20 North Clark Street, Chicago, Illinois 60602, until _____, 1984. Subsequent to the public hearing, the City Council of the City will meet to consider approval of the issuance of the Bonds.

Notice date _____, 1984.

/s/ _____
Commissioner of Economic Development,
Department of Economic Development of the City
of Chicago

COMMITTEE ON INTERGOVERNMENTAL RELATIONS.

PRESIDENT OF MEXICO URGED TO PARDON RICHARD FLYNN.

The Committee on Intergovernmental Relations submitted the following report:

CHICAGO, November 14, 1984.

To the President and Members of the City Council:

Your Committee on Intergovernmental Relations, having had under consideration a resolution (which was referred on October 16, 1984) requesting the freedom for Richard Flynn from a Mexican jail. The resolution also urges the President of Mexico to issue a Presidential pardon for Richard Flynn and that the Illinois delegation in Congress intervene with the Mexican government.

This recommendation, as amended, was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) ROMAN PUCINSKI,
Chairman.

On motion of Alderman Pucinski, the said proposed resolution as amended, transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, Richard Flynn is an American citizen held hostage illegally and immorally in a Mexican jail; and

WHEREAS, Richard Flynn and his family have suffered immeasurably from this unconscionable action by a foreign government; and

WHEREAS, Richard Flynn has suffered three heart attacks since his incarceration on February 12, 1982; and

WHEREAS, The treatment in this prison and the health care have been an abomination of justice; and

WHEREAS, Richard Flynn's purpose as an employee of a company in Arlington Heights was to discuss workable payment terms to renegotiate an acknowledged breach of contract situation; and

WHEREAS, Richard Flynn was sentenced to six years in prison and a 1.5 Million Dollar fine; and

WHEREAS, Richard Flynn has been denied due process of law; and

WHEREAS, Richard Flynn, one individual, employed by a company can be held personally responsible for a corporate debt smacks of intimidation for ransom; and

WHEREAS, Richard Flynn never owned nor has any financial interest in the company; and

WHEREAS, This wrongful incarceration will have far reaching impact on proper safeguards for any American businessman in a country where justice is served arbitrarily; and

WHEREAS, No one condones strong-arm tactics, what if every international business contract carried with it the risk of imprisonment in a foreign country; and

WHEREAS, Richard Flynn, a former Chicago resident, currently a resident of Riverdale, Illinois, pillar of the community, and above all, an American citizen entitled to his constitutional rights which have been violated; now, therefore,

Be It Resolved, That we, the Mayor, and members of the City Council gathered here this day do hereby request his freedom from a great injustice and returned to his native land; and

Be It Further Resolved, That we urge the President of Mexico to issue a Presidential pardon for Richard Flynn and permit him to rejoin his family in the U.S.A.; and

Be It Further Resolved, That we memorialize the Illinois delegation in Congress to intervene with the Mexican government for the immediate release of Richard Flynn.

COMMITTEE ON LEASES.

CITY COMPTROLLER AUTHORIZED TO EXECUTE LEASES OF CERTAIN PROPERTY FOR MUNICIPAL PURPOSES.

The Committee on Leases submitted three proposed ordinances (under separate committee reports) recommending that the City Council pass the said proposed ordinances transmitted therewith, to authorize the City Comptroller to lease specified parcels of property for use by City departments and agencies.

On motion of Alderman Kellam, *each* of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone --43.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances as passed read respectively as follows (the italic heading in each case not being a part of the ordinance):

*Department of Health
(1601-1611 West Howard Street).*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from Petros P. Xanthakos and Amelia Xanthakos as beneficiaries under First National Bank and Trust Company of Evanston Trust, Trust No. R-2596, dated May 21, 1982, as Lessor, for approximately 8,200 square feet on the fourth (4th) floor located at 1601-1611 West Howard Street, for the Department of Health, as Lessee, such lease to be approved by the Commissioner, Department of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form.

[Lease printed on page 10981 of this Journal.]

(Continued on page 10982)

LEASE-Short Form Lease No. 10006

Form C. O. No. 18

City of Chicago

This Agreement, Made this..... day of.....

A. D. 1984, between Petros P. Xanthakos and Amelia Xanthakos as Beneficiaries under First National Bank and Trust Company of Evanston Trust, Trust No. R-2596, dated May 21, 1982 and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessors do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 8,200 square feet of office space on the fourth (4th) floor for the Department of Health located at 1601-11 W. Howard Street.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of March A. D. 1984, and ending on the 28th day of February A. D. 1985. Lessee has the right to terminate this lease upon thirty (30) days prior written notice to the lessor at the address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Petros P. Xanthakos, 540 Turium Rd., Lake Forest, Illinois 60045 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.
For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof.
Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee
See Rider Attached Hereto and Made a Part
Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: _____
 Assistant Corporation Counsel
 Director, _____
 Real Estate ~~BOOK~~

By: _____
 Petros P. Xanthakos and Amelia Xanthakos as
 Beneficiaries under First National Bank of
 Evanston Trust, Trust No. R-2596, dated
 May 21, 1982

Approved: _____
 Commissioner, _____
 Department of Health

By: _____
 Comptroller

(Continued from page 10980)

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Director of Real Estate, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois, 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessor shall pay rent for said premises during the continuance of this lease at the rate of:

Three Thousand Eight Hundred Ninety-four and no/100 Dollars (\$3,894.00) per month for the period beginning on the 1st day of March, 1984 and ending on the 28th day of February, 1985.

Rent is payable in advance on the 1st day of each calendar month by the office of the City Comptroller, to Petros P. Xanthakos, 540 Turium Road, Lake Forest, Illinois, 60045.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for heat (Sundays and holidays excepted) whenever required for comfortable occupancy of the premises. Monday and Tuesday 8:30 A.M. to 8:00 P.M., Wednesday thru Friday 8:30 A.M. to 5:00 P.M. and on Saturday 8:30 A.M. to 12:30 P.M. Maintain heating plant and equipment in good operable condition.

Provide and pay for installation of gas furnace prior to heating season.

Provide and pay for elevator service on Monday and Tuesday from 8:30 A.M. to 8:00 P.M.; 8:30 A.M. to 5:00 P.M. on Wednesday, Thursday and Friday.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide central air-conditioning and maintain plant and equipment in good operable condition.

Provide and pay for exterminator service on a monthly basis or more often if necessary.

Provide and pay for window washing on an annual basis.

Provide and pay for weekly scavenger service.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$500,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Pay for electricity as metered, including electricity for air conditioning.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, cleaning of toilets, replacement of light bulbs or sweeping of any kind.

Additional terms and conditions:

In the event of a breach of any of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

In the event the Lessor should fails to furnish any of the alterations, repairs or services as required by this lease, or fails to remove and/or correct any fire hazards, health

hazards or any violations of the Municipal Building Code not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards or building code violations corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

*Department of Human Services
(6254 South Kedzie Avenue).*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from Ronald Fornaciari, as Lessor, for approximately 1,575 square feet of office space consisting of five (5) offices on the 2nd floor at 6254 South Kedzie Avenue, to be used by the Department of Human Services, as Lessee, such lease to be approved by the Commissioner of the Department of Human Services, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease printed on page 10985 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to this ordinance reads as follows:

Rider.

Notification Provision.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and in addition, to the Director of Real Estate, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Five Hundred Forty and no/100 Dollars (\$540.00) for a period beginning on the 1st day of September, 1984 and ending on the 31st day of August, 1985.

(Continued on page 10986)

LEASE-Short Form Lease No. 11005

Form C. O. No. 1B

City of Chicago

This Agreement, Made this _____ day of _____

A. D. 19____, between Ronald Fornaciari (sole owner)

as Lessor
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 1,575 square feet of office space consisting of five (5) offices on the second (2nd) floor at 6254 South Kedzie Avenue for the Department of Human Services.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of September A. D. 1984, and ending on the 31st day of August A. D. 1986. Lessee has the right to terminate this lease Upon thirty (30) days prior written notice to the lessor at the address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Ronald Fornaciari, 10259 Chaucer St., Westchester, IL 60153 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached

Hereto and Made A Part Hereof. For Rental Payment Provisions See Rider Attached Hereto and Made A Part Hereof.

Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.
Lessor shall comply with the provisions of the City of Chicago Municipal Building Code.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee

See Rider Attached Hereto and Made A Part
Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved:

Director,

Approved:

Commissioner, Department of Human Services

By:

Ronald Fornaciari

By:

Comptroller,

(Continued from page 10984)

Five Hundred Seventy-eight and no/100 Dollars (\$578.00) for a period beginning on the 1st day of September, 1985 and ending on the 31st day of August, 1986.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Ronald Fornaciari, 10259 Chaucer Street, Westchester, Illinois, 60153.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Plaster and paint where necessary along hallways prior to execution of lease.

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for central air conditioning unit, maintain plant and equipment in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be constructed to mean cleaning, washing or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Provide and pay for prompt removal of snow and ice from sidewalks and parking lot which immediately abut the demised premises.

Pay real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$500,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Pay for electricity as metered.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Additional terms and conditions:

In the event of breach of the covenants, terms and conditions contained herein by Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not be constituted or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this lease, or fails to remove and correct any fire hazards, health hazards or any violations of the Municipal Building Code not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards or Building Code violations corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

*Department of Health
(1455-1457 West 79th Street).*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from Florence Kuss, as Lessor, for approximately 4,659 square feet of office space located at 1455-1457 West 79th Street for the Department of Health, as Lessee, such lease to be approved by the Commissioner of the Department of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease printed on page 10988 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

(Continued on page 10989)

LEASE-Short Form

Lease No. 10017

Form C. O. No. 1B

City of Chicago

This Agreement, Made this..... day of.....A. D. 19... between Florence Kuss..... as Lessor
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 4,659 square feet of office space located at 1455-57 West 79th Street for the Department of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of August A. D. 19 84, and ending on the 31st day of July A. D. 1988. Lessee has the right to terminate this lease upon sixty (60) days prior written notice at the address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Florence Kuss, P.O. Box 406, Rice Lake, Wisconsin 54868 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

Provisions See Rider Attached Hereto and Made a Part Hereof. For Rental Payment
Assessments for water tax
levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and LesseeSee Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved:

Assistant Corporation Counsel

Director,

Real Estate XXXX

By:

Florence Kuss

By:

Comptroller,

Approved:

Commissioner, Department of Health

(Continued from page 10987)

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Director of Real Estate, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois, 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Two Thousand One Hundred Fifty-four and 79/100 Dollars (\$2,154.79) per month for the period beginning on the first day of August, 1984 and ending on the 31st day of July, 1985;

Two Thousand Two Hundred Sixty-two and 52/100 Dollars (\$2,262.52) per month for the period beginning on the first day of August, 1985 and ending on the 31st day of July, 1986;

Two Thousand Three Hundred Seventy-five and 64/100 Dollars (\$2,375.64) per month for the period beginning on the first day of August, 1986 and ending on the 31st day of July, 1987;

Two Thousand Four Hundred Ninety-four and 42/100 Dollars (\$2,494.42) per month for the period beginning on the first day of August, 1987 and ending on the 31st day of July, 1988.

Rent is payable in advance on the 1st day of each calendar month by the office of the City Comptroller to Florence Kuss, P.O. Box 406, Rice Lake, Wisconsin, 54868.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Undertake the following repairs within ninety (90) days from execution of lease:

Install additional water fountain near kitchen area.

Weather strip director's office windows and all exterior doors throughout center.

Add screens on the outer doors to provide ventilation when needed.

Replace carpeting in Director's office, secretary's office, medication room, office 16, and mezzanine office located in the rear of the building.

Paint premises with white semi-gloss enamel satin finish for washability and durability.

Repair the divider in the conference room.

Hang a door on maintenance room by men's restroom.

Repair wall tile, where necessary and toilet in men's restroom in back hallway.

Repair floor tile, where necessary in ladies restroom in back hallway.

Provide and pay for heat, between the hours of 8 A.M. to 10 P.M., Monday thru Friday and on Saturday, between the hours of 8:30 A.M. to 4:30 P.M. and maintain heating equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and maintain central air-conditioning in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance \$500,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Provide and pay for scavenger services.

Lessee under this lease shall:

Provide and pay for exterminator services on a monthly basis, or more often if required.

Provide and pay for electricity as metered on said premises including electricity for air-conditioning.

Pay for plate glass insurance on said premises.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Additional clauses to be included in lease:

In the event of any breach of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon notice by certified or registered mail, to Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor or of any right created thereby.

In the event the Lessor should fail to furnish any of alterations, repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or, immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

COMMITTEE ON MUNICIPAL CODE REVISION.

AUTHORITY GRANTED TO AMEND CHAPTER 33, SECTION 33-19.1 OF MUNICIPAL CODE CONCERNING REQUIREMENTS FOR DRIVEWAY PERMITS.

The Committee on Municipal Code Revision submitted the following report:

CHICAGO, November 14, 1984.

To the President and Members of the City Council:

Your Committee on Municipal Code Revision, to which was referred on September 6, 1984, a proposed ordinance amending Chapter 33 of the Municipal Code of Chicago, by inserting therein a new section to be known as Section 33- 19.1, requiring physical barriers as a prerequisite prior to commercial driveway permit issuance; begs leave to recommend that Your Honorable Body do *Pass* said proposed ordinance, as amended (which is transmitted herewith.)

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,
(Signed) JEROME M. ORBACH,
Chairman.

On motion of Alderman Orbach, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 43.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That Chapter 33 of the Municipal Code of Chicago is hereby amended by inserting therein, in its proper numerical sequence, a new section to be known as Section 33-19.1 and to read in italics as follows:

33-19.1 All commerical driveway permits are subject to immediate revocation and driveway(s) closed and ordered removed at owners expense unless permit holder complies with the following requirements:

a) All property requiring a fence, commerical driveway permit must have a physical barrier to prevent alley access, unless exempted by the City Council. This physical barrier must be erected within 60 days after issuance of permit.

b) The property shall have either a steel guard rail constructed in compliance with this Code, or other barrier (except wheel stops) approved by the Bureau of Traffic Engineering and Operations.

SECTION 2. This ordinance shall be in full force and effect from and after its date of passage.

AUTHORITY GRANTED TO AMEND CHAPTER 27,
SECTION 27-311-1 OF MUNICIPAL CODE
CONCERNING INCREASING FINE FOR
SPECIFIED PARKING
PROHIBITIONS.

The Committee on Municipal Code Revision submitted the following report:

CHICAGO, November 14, 1984.

To the President and Members of the City Council:

Your Committee on Municipal Code Revision, to which was referred on July 6, 1983, a proposed ordinance amending Chapter 27 of the Municipal Code of Chicago, by adding thereto a new section to be known as Section 27-311-1, increasing the fine for parking within fifteen feet of a fire hydrant; begs leave to recommend that Your Honorable Body do *Pass* said proposed ordinance (which is transmitted herewith.)

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,
(Signed) JEROME M. ORBACH,
Chairman.

On motion of Alderman Orbach, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That Chapter 27 of the Municipal Code of Chicago is hereby amended by inserting therein, in its proper numerical sequence, a new Section 311-1, to read in italics as follows:

311-1. Any person found in violation of prohibited parking within fifteen feet of a fire hydrant as cited in Section 27-311(a) (7), shall be subject to a fine of fifty dollars (\$50.00) in addition to such charges for towing and storage as per Section 27-360 hereunder.

SECTION 2. This ordinance shall be in full force and effect from and after its date of passage.

AUTHORITY GRANTED TO AMEND CHAPTER 192,
SECTION 192-5.2 OF MUNICIPAL CODE
CONCERNING SENTENCING OF
SOLICITATION OFFENDERS.

The Committee on Municipal Code Revision submitted the following report:

CHICAGO, November 14, 1984.

To the President and Members of the City Council:

Your Committee on Municipal Code Revision, to which was referred on September 18, 1984, a proposed ordinance to amend Section 192-5.2 of the Municipal Code of Chicago, by adding thereto an optional ten-day jail sentence for first offenders of the solicitation ordinance; begs leave to recommend that Your Honorable Body do *Pass* said proposed ordinance, as amended (which is transmitted herewith.)

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,
(Signed) JEROME M. ORBACH,
Chairman.

On motion of Alderman Orbach, the said proposed ordinance transmitted with the committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 43.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That Section 192-5.2 (b) of the Municipal Code of Chicago is hereby amended by adding thereto certain language and punctuation in italics below:

192-5.2

(b) Any person who remains or wanders about in a public place on the public way and repeatedly beckons to, or repeatedly attempts to engage, passers-by in conversation, or repeatedly interferes with the free passage of other persons, for the purpose of prostitution as defined in Chapter 38, Section 11-14 of the Illinois Revised Statutes, or of soliciting for a prostitute, as those terms are defined in Chapter 38, Section 11-15 of the

Illinois Revised Statutes, shall be guilty of a violation of this ordinance and upon conviction be fined not less than \$500.00, *or be imprisoned for a period of ten days, or be penalized by both such fine and imprisonment* if such a person has previously been convicted of a violation of this section. . .

SECTION 2. This ordinance shall be in full force and effect from and after its date of passage.

COMMITTEE ON POLICE AND FIRE.

REAPPOINTMENTS AND APPOINTMENTS OF VARIOUS INDIVIDUALS AS MEMBERS OF CHICAGO POLICE BOARD.

The Committee on Police and Fire submitted the following report:

CHICAGO, November 1, 1984.

To the President and Members of the City Council:

Your Committee on Police and Fire having had under consideration a report recommending approval of passage of proposed reappointments of Nancy Jefferson, Norval Morris, Rev. Wilbur Daniels, Sister Ann Ida Gannon and appointments of Aurie Pennick and David Rivera as members of the Chicago Police Board (which was referred on April 25, 1984 and September 6, 1984) upon request of Mayor Harold Washington, begs leave to recommend that Your Honorable Body *Pass* the said reappointments and appointments which are transmitted herewith.

These recommendations were concurred in by a unanimous vote.

Respectfully submitted,
(Signed) MICHAEL SHEAHAN,
Chairman.

On motion of Alderman Sheahan, the committee's recommendations were *Concurred In* and said reappointments and appointments were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 41.

Nays -- None.

COMMITTEE ON SPECIAL EVENTS AND WORLD'S FAIR.

Placed on File -- COMMUNICATION CONCERNING
APPOINTMENT OF ALBERT JOHNSON TO
METROPOLITAN FAIR AND EXPOSITION
BOARD.

The Committee on Special Events and World's Fair submitted the following communication, which was *Placed on File*:

CHICAGO, November 14, 1984.

To the President and Members of the City Council:

Your Committee on Special Events and World's Fair having had under consideration a communication signed by Harold Washington, Mayor, City of Chicago (referred to your Committee on April 25, 1984), to appoint Albert Johnson to the Metropolitan Fair and Exposition Board, is herewith returned to you, no action necessary. Under Section 15 of the Metropolitan Fair and Exposition Authority Act, there is no action which the Committee or the City Council may take in connection with Mr. Johnson's appointment, and said communication was sent to Committee in error by the Mayor's Office.

Respectfully submitted,
(Signed) BERNARD STONE,
Chairman.

JOINT COMMITTEE ON BUILDINGS AND ZONING.

*ISSUANCE OF PERMITS AUTHORIZED FOR ERECTION OF
ILLUMINATED SIGNS.*

The Joint Committee on Buildings and Zoning submitted the following report:

CHICAGO, November 13, 1984.

To the President and Members of the City Council:

Your Joint Committee, composed of the members of the Committee on Buildings and the members of the Committee on Zoning, begs leave to recommend that Your Honorable Body *Pass*, the proposed orders transmitted herewith (referred September 25, October 1, 16 and 31, 1984) to authorize the issuance of permits for the erection and maintenance of illuminated signs.

These recommendations were concurred in by seven members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

(Signed) FRED B. ROTI,
Chairman.

On motion of Alderman Gabinski, the committee's recommendations were *Concurred In* and said proposed orders were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said orders as passed (the italic heading in each case not being a part of the ordinance):

3335-3337 West Addison Street.

Ordered, That the Commissioner of the Department of Inspectional Services is hereby directed to issue a sign permit to Triangle Sign Company, Incorporated, 3335-3337 West Peterson, Chicago, Illinois 60659 for the erection of a sign/signboard over 24 feet in height, and/or over 100 square feet (in area of one face) as follows:

Dimensions: length 48 feet, height 14 feet
Height Above Grade/Roof to Top of Sign: 40 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (Chicago Zoning Ordinances) and all other applicable provisions of the Chicago Municipal Code governing the construction and maintenance of outdoor signs, signboards and structures.

3443 West Addison Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Acme-Wiley Corporation, 2480 Greenleaf, Elk Grove Village, Illinois 60007, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3443 West Addison Street, K Mart:

Dimensions: length 24 feet, height 10 feet
Height Above Grade/Roof to Top of Sign: 35 feet
Total Square Foot Area: 240 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of

Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2480 South Archer Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Classic Advertising, Incorporated, P.O. Box 268, Oak Lawn, Illinois 60454, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2480 South Archer Avenue, Santa Fe Railroad:

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 130 feet
Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

8750-8770 West Bryn Mawr Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Doyle Signs, Incorporated, 232 Interstate Road, Addison, Illinois 60101 for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 8750-8770 West Bryn Mawr Avenue, Presidents Plaza Three Twin Towers:

Dimensions: length 8 feet, height 69 feet 6 inches
Height Above Grade/Roof to Top of Sign: 70 feet
Total Square Foot Area: 556 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

342 South California Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Incorporated, 300 North State Street, Suite 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 342 South California Avenue, general advertisers -- various copy:

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 85 feet (plus 5 feet for temporary extensions, when needed)
Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3305 West Cermak Road.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster and Kleiser, 4000 South Morgan Street, Chicago, Illinois 60009, for the erection of a sign/signboard over 24 feet in height and or over 100 square feet (in area of one face) at 3305 West Cermak Road, advertising:

Dimensions: length 23 feet, height 22 feet
Height Above Grade/Roof to Top of Sign: 36 feet
Total Square Foot Area: 506 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

621 South Cicero Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Incorporated, 300 North State Street, Suite 5706, Chicago, Illinois 60610 for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 621 South Cicero Avenue, general advertisers -- various copy:

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 90 feet (plus 5 feet for temporary extensions, when needed)
Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5945 North Clark Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Chicago Rite Lite Sign Company, 1157 West Grand Avenue, Chicago,

Illinois 60622, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5945 North Clark Street, Donald Duck Hot Dog:

Dimensions: length 16 feet, height 12 feet
Height Above Grade/Roof to Top of Sign: 28 feet
Total Square Foot Area: 192 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

50 West Congress Parkway.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Corkill Electric Company, 4536 West Lawrence Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and and/or over 100 square feet (in area of one face) at 50 West Congress Parkway, Standard Service Station:

Dimensions: length 10 feet, height 6 feet
Height Above Grade/Roof to Top of Sign: 38 feet
Total Square Foot Area: 94 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1400 West Division Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Cel-Win Elect/Cel-Win Sign Company, Incorporated, 3043 West Fullerton Avenue, Chicago, Illinois 60647, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1400 West Division Street (Division/Noble), Shell Service Station (Mr. Rodney Sernek):

Dimensions: length 8 feet, 8 feet, 8 feet respectively, height 8 feet, 4 feet, 4 feet respectively
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 128 Square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3844 West Division Street.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster & Kleiser, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3844 West Division Street, advertising:

Dimensions: length 23 feet, height 11 feet
Height Above Grade/Roof to Top of Sign: 36 feet
Total Square Foot Area: 253 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3815 West Grand Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster & Kleiser, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3815 West Grand Avenue, advertising:

Dimensions: length 23 feet, height 22 feet
Height Above Grade/Roof to Top of Sign: 46 feet
Total Square Foot Area: 759 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5311-5313 West Harrison Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Triangle Sign Company, Incorporated, 5311-5313 West Harrison Street, Chicago, Illinois 60644, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) as follows:

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 65 feet
Total Square Foot Area: 2400 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (Chicago Zoning Ordinances) and all other applicable provisions of the Chicago Municipal Code governing the construction and maintenance of outdoor signs, signboards and structures.

711 West Jackson Boulevard.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Doyle Signs, Incorporated, 232 Interstate Road, Addison Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 711 West Jackson Boulevard, Oak Supply and Furniture Company:

Dimensions: length 5 feet 6 inches, height 24 feet
Height Above Grade/Roof to Top of Sign: 43 feet
Total Square Foot Area: 132 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4844 North Lincoln Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to A.M. Carsons, Limited, 10 East Sauk Trail, South Chicago Heights, Illinois 60411, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face): overhanging a public way at the public way adjacent to 4844 N. Lincoln Avenue, located within what was known as subdivision "E" Lot 15, McDonald's Restaurant:

Dimensions: length 20 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 80 feet
Total Square Foot Area: 200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6162 North Lincoln Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to A.M. Carson, 10 East Sauk Trail, South Chicago Heights, Illinois 60411, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6162 North Lincoln Avenue, McDonald's:

Dimensions: length 14 feet, height 14 feet
Height Above Grade/Roof to Top of Sign: 54 feet
Total Square Foot Area: 100 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1279 Milwaukee Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to White Way Sign Company, 1317 Clybourn Avenue, Chicago, Illinois 60610 for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1279 Milwaukee Avenue, West Town Center:

Dimensions: length 10 feet, height 21 feet 4 inches
Height Above Grade/Roof to Top of Sign: 29 feet 10 inches
Total Square Foot Area: 213 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5059-5061 West Polk Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Incorporated, 300 North State Street, Suite 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5059-5061 West Polk Street, Chicago, Illinois (Polk and Leamington), General Advertisers-Various Copy:

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 120 feet (plus 5 feet for temporary extensions, when needed)
Total Square Foot Area: 2400 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1161 North Pulaski Road.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster & Kleiser, 4000 South Morgan Street, Chicago, Illinois 60609, for the

erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1161 North Pulaski Road, advertising:

Dimensions: length 23 feet, height 11 feet

Height Above Grade/Roof to Top of Sign: 24 feet over roof 52 feet over grade

Total Square Foot Area: 506 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3260 South Pulaski Road.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster & Kleiser, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3260 South Pulaski Road, advertising:

Dimensions: length 23 feet, height 11 feet

Height Above Grade/Roof to Top of Sign: 27 feet

Total Square Foot Area: 253 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6400 South Pulaski Road.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Federal Sign, Division of Federal Signal Corporation, 140 E. Tower Drive, Burr Ridge, Illinois 60521, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6400 South Pulaski Road:

Dimensions: length 12 feet, height 8 feet

Height Above Grade/Roof to Top of Sign: 37 feet (proposed)

Total Square Foot Area: 96 square feet

Existing Permit No. 309396, Existing Approval No. 16065.

Such sign shall comply with all applicable provisions of Chapter 194A (Chicago Zoning Ordinance) and all other applicable provisions of the Chicago Municipal Code governing the construction and maintenance of outdoor signs, signboards and structures.

2513 South Senour Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Incorporated, 300 North State Street, Suite 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2513 South Senour Avenue, general advertisers -- various copy:

Dimensions: length 60 feet, height 20 feet

Height Above Grade/Roof to Top of Sign: 99 feet (plus 5 feet for temporary extensions, when needed)

Total Square Foot Area: 2,400 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

640 North Wells Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Landmark Outdoor Advertising, 7424 Industrial Avenue, Chesterton, Indiana, 46304, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 640 North Wells Street, Ed Debevic:

Dimensions: length 14 feet, height 12 feet

Height Above Grade/Roof to Top of Sign: 12 feet

Total Square Foot Area: 168 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

216 and 220 West 43rd Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Incorporated, 300 North State Street, Suite 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 216 and 220 West 43rd Street, general advertisers -- various copy:

Dimensions: length 60 feet, height 20 feet

Height Above Grade/Roof to Top of Sign: 85 feet (plus 5 feet for temporary extensions, when needed)

Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of

Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3434 East 106th Street.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to A.M. Carson, 10 East Sauk Trail, South Chicago Heights, Illinois 60411, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3434 East 106th Street, Angelo's Firestone:

Dimensions: length 18 feet, height 4 feet
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 72 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

214 East 130th Street.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster & Kleiser, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 214 East 130th Street, advertising:

Dimensions: length 23 feet, height 11 feet
Height Above Grade/Roof to Top of Sign: 32 feet
Total Square Foot Area: 506 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

MATTERS PRESENTED BY THE ALDERMEN

(Presented by Wards, in Order, Beginning with the Fiftieth Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND
TRAFFIC-CONTROL DEVICES.

Referred -- ESTABLISHMENT OF LOADING ZONES AT
SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
ROTI (1st Ward)	S. Halsted Street at 2130 -- At All Times;
STONE (50th Ward)	N. Clark Street at 6610 -- 7:00 A.M. to 7:00 P.M.;
SCHULTER for STONE (50th Ward)	N. Ashland Avenue (east side) at 3503-3505 -- from 48 feet to 73 feet and 7 inches -- 8:00 A.M. to 4:00 P.M. -- Monday thru Friday.

Referred -- RESTRICT MOVEMENT OF VEHICULAR TRAFFIC
TO SINGLE DIRECTION ON SPECIFIED
PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
KRYSTYNIAK for MAJERCZYK (12th Ward)	S. Damen Avenue from W. 38th Street to W. 37th Street -- northerly;
BRADY (15th Ward)	First alley south of W. 74th Street from S. Maplewood Avenue to S. Rockwell Street -- westerly.

Referred -- DISCONTINUE MOVEMENT OF VEHICULAR
TRAFFIC TO SINGLE DIRECTION ON PORTION
OF SOUTH MENARD AVENUE.

Alderman Madrzyk (13th Ward) presented a proposed ordinance amending an ordinance passed by the City Council on June 28, 1983. Said amended ordinance would discontinue the movement of vehicular traffic on S. Menard Avenue southerly in the 6000, 6100 and 6200 blocks, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METERS ON PORTION OF
NORTH CLARK STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance for the removal of parking meters from the west side of North Clark Street between West Elm Street and West Division Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION AGAINST PARKING OF VEHICLES
AT ALL TIMES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
<i>RUSH</i> (2nd Ward)	S. Calumet Avenue at 3142 (except for handicapped);
<i>HUTCHINSON</i> (9th Ward)	S. Yale Avenue at 12612 (except for handicapped);
<i>HUELS for VRDOLYAK</i> (10th Ward)	S. Ewing Avenue at 11544 (except for handicapped);
<i>HUELS</i> (11th Ward)	S. Peoria Street (west side) at 4140 (except for handicapped);
<i>KRYSTYNIAK for MAJERCZYK</i> (12th Ward)	S. Seeley Avenue at 3525;
<i>STREETER</i> (17th Ward)	S. Wentworth Avenue (east side) from W. 81st Street to W. 83rd Street (except for residential permit parking); W. 82nd Street from S. LaSalle Street to S. Wentworth Avenue (except for residential permit parking);
<i>SHEAHAN</i> (19th Ward)	S. Hale Avenue (east side) at 10419 (except for handicapped);

Alderman	Location and Distance
KRYSTYNIAK (23rd Ward)	S. Linder Avenue at 5254 (except for handicapped); S. Wood Street at 4636 (except for handicapped);
NARDULLI (26th Ward)	W. Walton Street at 2606 (except for handicapped);
CULLERTON (38th Ward)	N. Lockwood Avenue (west side) from W. Belmont Avenue to the first alley north thereof;
McLAUGHLIN (45th Ward)	W. Byron Street at 4700 (except for residential permit parking);
VOLINI (48th Ward)	N. Winthrop Avenue (west side) at 5518 (except for handicapped);
STONE (50th Ward)	W. Howard Street (south side) from a point 105 feet east of N. Maplewood Avenue to the first alley east thereof.

***Referred -- PROHIBITION AGAINST PARKING OF VEHICLES
DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.***

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during the hours designated, at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
KRYSTYNIAK (23rd Ward)	S. Archer Avenue from W. 47th Street to S. Harlem Avenue (south side) -- 7:00 A.M. to 9:00 A.M. (north side) -- 4:00 P.M. to 6:00 P.M. -- Monday thru Friday; W. 51st Street (north side) between S. Kenneth Avenue and S. Kilbourn Avenue -- 8:00 A.M. to 10:00 A.M. -- Monday thru Friday;
MARZULLO (25th Ward)	S. Throop Street (west side) from the driveway south of W. 26th Street to a point 20 feet north thereof -- 7:00 A.M. to 5:00 P.M. -- Monday thru Friday.

Referred -- ESTABLISHMENT OF "RESIDENTIAL PERMIT
PARKING ZONE" FOR VEHICLES ON PORTION OF
NORTH MENARD AVENUE.

Alderman McLaughlin (45th Ward) presented a proposed ordinance to establish a "Residential Permit Parking Zone" for vehicles on portion of N. Menard Avenue (both sides) in the 5000 block; which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CLOSE TO TRAFFIC PORTION OF WEST
CATALPA AVENUE ON SPECIFIED DATES
DURING SPECIFIED HOURS.

Alderman Volini (48th Ward) presented a proposed ordinance to close to traffic W. Catalpa Avenue from N. Clark Street to N. Ashland Avenue, every Sunday from November 18, 1984 to December 31, 1985 inclusive, from 10:00 A.M. to 1:00 P.M., which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF SERVICE DRIVE ON
PORTION OF WEST 22ND PLACE.

Alderman Marzullo (25th Ward) presented a proposed ordinance to designate West 22nd Place (north side) from South California Avenue to the first alley east thereof as a service drive and to permit diagonal parking in said location, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONE ON
PORTION OF NORTH LASALLE STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to establish a tow-away zone in front of the premises located at 1120 North LaSalle Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Type of Sign
HUELS (11th Ward)	S. Aberdeen Street and W. 54th Street -- "2-Way Stop";

11/14/84

NEW BUSINESS PRESENTED BY ALDERMEN

11011

Alderman

Location and Type of Sign

W. 32nd Street and S. Wells Street -- "4-Way Stop";

BURKE (14th Ward)

S. Spaulding Avenue and W. 64th Street -
- "2-Way Stop";

LANGFORD (16th Ward)

Normal Boulevard (west side) from 65th
Street to 65th Place -- "No Parking";

S. Loomis Boulevard at 6308-6312 --
"Restricted Parking";

W. 65th Street and S. Normal Boulevard
-- "2-Way Stop";

STREETER (17th Ward)

S. Green Street and W. 77th Street --
"Stop";

W. 76th Street and S. Hermitage Avenue
-- "2-Way Stop";

W. 72nd Street and S. Loomis Avenue --
"4-Way Stop";

KELLAM (18th Ward)

W. 82nd Street and S. Francisco Avenue -
- "4-Way Stop";

KRYSTYNIAK (23rd Ward)

W. 51st Street and S. Keating Avenue --
"All Way Stop";

W. 63rd Place and S. Mobile Avenue - -
"All Way Stop";

SMITH (28th Ward)

W. Ohio Street and N. Central Avenue --
"4-Way Stop";

W. Congress Street and S. Kilbourn
Avenue -- "Stop";

S. Millard Avenue and W. Fifth Avenue -
- "Stop";

SANTIAGO (31st Ward)

W. Thomas Street and N. Kedvale
Avenue -- "Stop";

KOTLARZ (35th Ward)

W. Byron Street and N. Christiana
Avenue -- "2-Way Stop";

Alderman	Location and Type of Sign
	W. Altgeld Street and N. Spaulding Avenue -- "2-Way Stop";
BANKS (36th Ward)	N. Natoma Avenue and W. Wellington Avenue -- "Stop";
CULLERTON (38th Ward)	N. Lockwood Avenue and W. Pensacola Avenue -- "3-Way Stop"; N. Meade Avenue and W. Henderson Avenue -- "Stop";
O'CONNOR (40th Ward)	N. Virginia Avenue and W. Catalpa Avenue -- "Stop";
PUCINSKI (41st Ward)	W. Talcott Avenue and N. Oketo Avenue -- "3-Way Stop";
OBERMAN (43rd Ward)	W. Belden Avenue and N. Commonwealth Avenue -- "All Way Stop";
SCHULTER (47th Ward)	W. Argyle Street and N. Hamilton Avenue -- "Stop"; W. Pensacola Avenue and N. Hoyne Avenue -- "3-Way Stop"; N. Oakley Avenue and W. Ainslie Street -- "Stop"; W. Leland Avenue and N. Ravenswood Avenue -- "All-Way Stop".

Referred -- FIX WEIGHT LIMIT OF FIVE TONS FOR
VEHICLES ON PORTION OF SOUTH
CALIFORNIA AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance for Alderman Majerczyk (12th Ward) to fix a weight limit of five tons for trucks and commercial vehicles on South California Avenue from South Archer Avenue to West 38th Street, which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

Alderman Nardulli (26th Ward) presented two proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

To classify as a B4-5 Restricted Service District instead of an R5 General Residence District the area shown on Map No. 3-H bounded by

a line 117 feet north of West Chicago Avenue; North Hoyne Avenue; West Chicago Avenue; and a line 110 feet west of North Hoyne Avenue.

To classify as a C1-2 Restricted Commercial District instead of an R5 General Residence District the area shown on Map No. 3-H bounded by

West Rice Street; North Hoyne Avenue; a line 117 feet north of West Chicago Avenue; and a line 148.3 feet west of North Hoyne Avenue.

3. CLAIMS.

Referred -- PROPOSED CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented two proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman	Claimant
KRYSTYNIAK (23rd Ward)	Jaime and Soledad Baez;
MELL (33rd Ward)	James R. Adams.

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to American National Bank and Trust Company of Chicago, as trustee, under Trust 61477 -- to maintain and use a smoke stack emerging from the building at 100 North La Salle Street at the third floor level and

extending above the public alley between North La Salle Street and North Wells Street, north of West Washington Street, etc., which was *Referred to the Committee on Streets and Alleys*.

Referred -- MAINTENANCE OF EXISTING CANOPIES
AT SPECIFIED LOCATIONS.

Also two proposed orders authorizing the City Comptroller to issue permits to two educational institutions to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Columbia College -- 62-72 East 11th Street;

De Paul University -- 306 South Wabash Avenue.

Presented by

ALDERMAN BLOOM (5th Ward):

SERGEANT RANDALL McCARREL CONGRATULATED FOR HIS
ACT OF HEROISM.

A proposed resolution reading as follows:

WHEREAS, Sergeant Randall McCarrel of the University of Chicago Security Department, displayed uncommon courage with no concern for his own safety; and

WHEREAS, On the afternoon of October 18, 1984, a vicious dog attacked and bit at least two adults, several children and terrorized many other residents in the 5500 block of Cornell Avenue, and

WHEREAS, After Officer McCarrel and his partner were called to the scene, they chased the dog several blocks to the residence of its owner; and

WHEREAS, While his partner went for assistance, Officer McCarrel took the initiative of single-handedly subduing the animal, receiving grievous injuries including deep lacerations on both hands, bone injuries to the left hand, and the loss of part of his right index finger; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 14th day of November, 1984, A.D., do hereby honor and congratulate Sergeant Randall McCarrel for his outstanding act of heroism on October 18, 1984; and do extend to him our deepest expression of gratitude for his bravery and dedication; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sergeant Randall McCarrel.

Alderman Bloom moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Bloom, the foregoing proposed resolution was *Adopted*.

JEWISH COUNCIL ON URBAN AFFAIRS HONORED ON
ITS TWENTIETH ANNIVERSARY.

Also a proposed resolution reading as follows:

WHEREAS, The Jewish Council on Urban Affairs was founded in 1964 by Rabbi Robert J. Marx to seek social justice, empowerment for the people of Chicago and to create public understanding and action on the challenges of urban life; and

WHEREAS, For the past twenty years, the Jewish Council on Urban Affairs has worked to foster intergroup cooperation and understanding among our City's diverse communities; and

WHEREAS, The Jewish Council on Urban Affairs has helped numerous communities become self-reliant by providing technical and professional assistance; and

WHEREAS, The Jewish Council on Urban Affairs has promoted racial harmony and social justice in our City by coalescing diverse forces to address urban problems from hunger to homelessness, and from economic inequality to quality education; and

WHEREAS, The Jewish Council on Urban Affairs conducts extensive educational programs to insure that the City's youth and adults gain greater social responsibility and the interdependent nature of society; and

WHEREAS, The Jewish Council on Urban Affairs is celebrating its 20th year and reaffirming its commitment to our City and to the quest for social and economic justice, empowerment and inter-racial, inter-ethnic cooperation and understanding; now, therefore,

Be It Resolved, By the Mayor and members of the Chicago City Council in meeting assembled this 14th day of November, 1984, A.D., that we congratulate the Jewish Council on Urban Affairs for its twenty years of commitment and we encourage this organization to continue its good work for many years to come; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Jewish Council on Urban Affairs.

Alderman Bloom moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Bloom, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN HUELS (11th Ward):

MRS. ANN BURNS CONGRATULATED ON HER
NINETY-THIRD BIRTHDAY.

A proposed resolution reading as follows:

WHEREAS, Mrs. Ann Burns celebrated her ninety-third birthday on October 29, 1984 in her home on South Lowe Avenue; and

WHEREAS, Joining her in celebration were her daughter Dorothy (Art) O'Neill, three grandchildren, Kathleen (Mark) Madden, Diane, and Billy and her great grandson Eric Madden, who is five months old; and

WHEREAS, Mrs. Burns is affectionately referred to as "Auntie Ann" by all of her neighbors and friends, along with her many nieces and nephews, and great nieces and great nephews; and

WHEREAS, Mrs. Burns has been a member of Saint Gabriel's parish for her entire life, having attended and graduated from the school, and married Bill Burns in 1918 at Saint Gabriel's Church; and

WHEREAS, Mrs. Burns has remained a member of the Altar and Rosary Society, and is currently a Gold Star Life Time Member of the Saint Gabriel's Women's Club; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago do hereby extend our heartiest congratulations to Ann Burns on her ninety-third birthday with best wishes for health and happiness in the many more years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mrs. Ann Burns.

Alderman Huels moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*.

WILLIAM AND DOROTHY HAVLIK CONGRATULATED ON
THEIR THIRTY-FIFTH WEDDING ANNIVERSARY.

Also a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. William Havlik have celebrated thirty-five years of wedded bliss; and

WHEREAS, Mr. and Mrs. William Havlik have been outstanding citizens of the City of Chicago and of the 11th Ward; and

WHEREAS, William and Dorothy Havlik exemplify the goal to which most humans aspire, typifying the togetherness, warmth, and sense of mutual accomplishment that are key factors in an inevitable thirty-five years of marriage; and

WHEREAS, Joining them in celebration on this most happy occasion were their children William and Patricia and their families; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago do hereby extend our most sincere congratulations to Mr. and Mrs. William Havlik on their thirty-fifth wedding anniversary, with best wishes for continued health and happiness in the many more years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mr. and Mrs. William Havlik.

Alderman Huels moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*.

MR. AND MRS. MICHAEL G. LEONARD CONGRATULATED
ON THEIR TWENTY-EIGHTH WEDDING
ANNIVERSARY.

Also a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Michael G. Leonard have celebrated twenty-eight years of wedded bliss; and

WHEREAS, Mr. and Mrs. Michael G. Leonard have been outstanding citizens of the City of Chicago and of the 11th Ward; and

WHEREAS, Mr. and Mrs. Michael G. Leonard exemplify the goal to which most humans aspire, typifying the togetherness, warmth, and sense of mutual accomplishment that are key factors in an inevitable twenty-eight years of marriage; and

WHEREAS, Joining them in celebration on this most happy occasion were their five children: Michael (Delores), April, Debbie, Danny, and Chris, and their grandsons Michael, Jr. and Duke; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago do hereby extend our most sincere congratulations to Mr. and Mrs. Michael G. Leonard on their twenty-eighth anniversary, with best wishes for continued health and happiness in the many years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mr. and Mrs. Michael G. Leonard.

Alderman Huels moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*.

GEORGE AND BARBARA NISIVACO CONGRATULATED
ON THEIR FIFTIETH WEDDING ANNIVERSARY.

Also a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. George Nisivaco have celebrated fifty years of wedded bliss; and

WHEREAS, Mr. and Mrs. George Nisivaco have been outstanding citizens of the City of Chicago and of the 11th Ward; and

WHEREAS, George and Barbara Nisivaco exemplify the goal to which most humans aspire, typifying the togetherness, warmth, and sense of mutual accomplishment that are key factors in an inevitable fifty years of marriage; and

WHEREAS, Joining them in celebration on this most happy occasion were their family and the Reverend Father Thomas Hickey; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago do hereby extend our most sincere congratulations to Mr. and Mrs. George Nisivaco on their fiftieth wedding anniversary, with best wishes for continued health and happiness in the many more years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mr. and Mrs. George Nisivaco.

Alderman Huels moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*.

ANGELO AND ROSE UNGARELLI CONGRATULATED ON THEIR
FIFTIETH WEDDING ANNIVERSARY.

Also a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Angelo Ungarelli have celebrated fifty years of wedded bliss; and

WHEREAS, Angelo and Rose Ungarelli have been outstanding citizens of the City of Chicago and of the 11th Ward; and

WHEREAS, Angelo and Rose Ungarelli exemplify the goal to which most humans aspire, typifying the togetherness, warmth, and sense of mutual accomplishment that are key factors in an inevitable fifty years of marriage; and

WHEREAS, Joining them in celebration on this most happy occasion were their many relatives and friends including their children: Mrs. Virginia Altieri, Mrs. Lucille Iasillo, Mrs. Vita Redisi, and Ms. Mary Kay Ungarelli, and their ten grandchildren and one great grandchild; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago do hereby extend our most sincere congratulations to Mr. and Mrs. Angelo Ungarelli on their fiftieth wedding anniversary, with best wishes for continued health and happiness in the many more years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mr. and Mrs. Angelo Ungarelli.

Alderman Huels moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*.

PATRICK J. WELSH CONGRATULATED ON HIS RETIREMENT.

Also a proposed resolution reading as follows:

WHEREAS, Patrick J. Welsh was born in the great City of Chicago on November 9, 1917; and

WHEREAS, Patrick Welsh is a lifelong resident of Bridgeport in the great 11th Ward of the City of Chicago; and

WHEREAS, Patrick Welsh is an active member of the Nativity of Our Lord Parish, also located in the 11th Ward of the City of Chicago; and

WHEREAS, Patrick Welsh was married to his wife, Joan, on October 4, 1947 and they have one daughter, Mary Pat and a grandson, Ronald Patrick, as a result of this union of marriage; and

WHEREAS, Patrick Welsh is a longtime member of the International Brotherhood of Boilermakers, the Iron Ship Builders, Blacksmiths, Forgers and Helpers, and Local Lodge Number 1; and

WHEREAS, He was a Cook County Inspector since 1955, and then became a City of Chicago Boiler Inspector on November 28, 1966, and in 1978, he became the Chief Boiler Inspector for the City of Chicago; and

WHEREAS, Patrick Welsh had also served in the United States Coast Guard during his military career; and

WHEREAS, Patrick Welsh has retired from the City of Chicago as of October 9, 1984, after a long and successful career with both the City of Chicago and Cook County; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago do hereby extend our heartiest congratulations to Patrick J. Welsh on his retirement, with best wishes for a happy, healthy, and enjoyable retirement and much success to him in his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Patrick J. Welsh.

Alderman Huels moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*.

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance to grant permission and authority to Peter Eckrich Sons, Inc. to maintain and use an overhead steel pipeline bridge with pipes with welded joints going across South Lituanica Street for the purpose of carrying effluent from the existing plant at 825 West 37th Place (Plant 5) through Plant 3 at 3750 South Lituanica Street to a sewage treatment facility, which was *Referred to the Committee on Streets and Alleys*.

Presented by

**ALDERMAN HUELS (11th Ward) and ALDERMAN
NARDULLI (26th Ward):**

Referred -- INVESTIGATION OF ALLEGED ILLEGAL DUMPING
OF WASTES INTO STEARN'S QUARRY.

A proposed resolution to initiate an investigation into the alleged dumping of illegal wastes into Stearn's Quarry located at 28th and Poplar within the Eleventh Ward, et cetera, which was *Referred to the Committee on Energy and Environmental Protection*.

Presented for

ALDERMAN MAJERCZYK (12th Ward):

**IMMACULATE CONCEPTION CHURCH CONGRATULATED
ON SEVENTIETH ANNIVERSARY.**

Alderman Krystyniak presented the following resolution for Alderman Majerczyk:

WHEREAS, Immaculate Conception Church, located at 2745 W. 44th Street in the heart of Chicago's Brighton Park neighborhood, this month celebrates the Seventieth Anniversary of its establishment; and

WHEREAS, In its long and distinguished history, Immaculate Conception Church has had only two pastors: Reverend Anthony Briszko, who served until his death in 1953, and Monsignor D. A. Mozeris, who now concurrently celebrates thirty years as pastor; and

WHEREAS, Immaculate Conception Church has long been an outstanding spiritual, educational and social influence in the Brighton Park community of our City, providing innumerable programs for parishioners of all ages and walks of life, as well as strong educational guidance for the youth of the parish; and

WHEREAS, On Christmas Eve, 1964, the parish moved into its present edifice, a model of modern church architecture which is a beacon for the entire southwest side of our great City; and

WHEREAS, The leaders of this great City are extremely proud of the many accomplishments of the Immaculate Conception Parish; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 14th day of November, 1984, A.D., do hereby congratulate Monsignor D. A. Mozeris, Pastor, and the parishioners of Immaculate Conception Church on the parish's seventieth anniversary, and upon the Pastor's thirtieth anniversary, of outstanding spiritual and educational leadership, and extend to Monsignor Mozeris, to associate pastors, the Reverend Fabian Kireilis and Reverend Robert Martinkus, and to the school principal, Sister Mary de Sales, and assistant principal, Sister Theresa Banach, our very best wishes for many more years of inspirational leadership; and

Be It Further Resolved, That a suitable copy of this resolution be submitted to the Immaculate Conception Parish.

Alderman Krystyniak moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Krystyniak, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN MADRZYK (13th Ward):

Referred -- APPROVAL OF PLAT OF SUBDIVISION.

A proposed ordinance to authorize and direct the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Henry J. Coyle Subdivision located near West 63rd Street and South Knox Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN LANGFORD (16th Ward):

Referred -- OPERATION OF NEWSPAPER STAND AT
WEST 61ST AND SOUTH HALSTED STREET.

A proposed order to authorize and direct the Commissioner of the Department of Public Works to issue a newspaper stand permit to Evelyn Bricest to operate a stand on the northwest corner of West 61st and South Halsted Street during certain hours for seven days a week, in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN SHEAHAN (19th Ward):

**ANDREW J. CMEYLA CONGRATULATED FOR HIS
TWENTY-NINE YEARS OF COMMUNITY
SERVICE.**

A proposed resolution reading as follows:

WHEREAS, Andrew J. Cmeyla recently retired from the City Department of Inspectional Services as a Boiler Inspector, after twenty-nine years of continuous service in that department; and

WHEREAS, Andrew J. Cmeyla, a Beverly-Morgan Park resident for twenty-four years is a dedicated citizen of our great City of Chicago, who serves our community well; and

WHEREAS, Andrew has been an active member of Saint Barnabas Parish, a longtime member of International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmith, Forgers, Helpers Local Lodge No. 1, American Society of Mechanical Engineers Conference Committee, and the National Board of Boiler Inspectors, receiving National Board of Boiler Inspectors Commission Number 2171 on May 11, 1945; and

WHEREAS, Andrew was born on September 8, 1913 in Algoma, Wisconsin, and he and his wife Alice were married September 8, 1936 and they are the proud parents of seven children, Josephine, Janet, David, Bernice, Kathleen, Elaine and Mary, and they are the proud grandparents of eight; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this 14th day of November, A.D. 1984, do hereby extend to Andrew J. Cmeyla, their sincere congratulations on his twenty-nine years of service to the community, their deep appreciation to him and his family for the record of achievement he has maintained; and their best wishes on his retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Andrew J. Cmeyla.

Alderman Sheahan moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Sheahan, the foregoing proposed resolution was *Adopted*.

MARGARET GARVEY HONORED FOR HER MANY YEARS
OF DEDICATED COMMUNITY SERVICE.

Also a proposed resolution reading as follows:

WHEREAS, Margaret Garvey, a Mount Greenwood resident for thirty years, is a dedicated citizen of our great City of Chicago, who serves our community well; and

WHEREAS, Margaret has been a leading church worker and community organizer serving with the Saint Vincent de Paul Society from Queen of Martyrs Parish, where she also serves as an Extraordinary Minister, serving Holy Communion to the hospitalized and those confined to their homes; and

WHEREAS, Margaret and her late husband Tom, were married for thirty-two years, and they were the proud parents of six children; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago gathered here this 14th day of November, A.D., 1984, do hereby honor Margaret Garvey who through many years of dedication and sacrifice to our community extend our best wishes for health and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Margaret Garvey.

Alderman Sheahan moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Sheahan, the foregoing proposed resolution was *Adopted*.

JOHN KOVATCH HONORED FOR HIS DEDICATED
COMMUNITY CONTRIBUTIONS.

Also a proposed resolution reading as follows:

WHEREAS, John Kovatch, a Mount Greenwood resident for thirty-three years, is a dedicated citizen of our great City of Chicago, who serves our community well; and

WHEREAS, John has been an active member and leader in the Mount Greenwood Civic Association for fourteen years, he is a past member of the Homeowner's Federation and Marty Russo's Housing Advisory Group; and

WHEREAS, John and his wife are the parents of two children and proud grandparents of three; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago gathered here this 14th day of November, 1984 A.D., do hereby honor John Kovatch, who through his contribution and dedication has made our City and community a better place to live, and extend our best wishes for good health and a long life; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. John Kovatch.

Alderman Sheahan moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Sheahan, the foregoing proposed resolution was *Adopted*.

Referred -- PROVISION OF CITY ELECTRICAL SERVICE
FOR LIGHTING OF TREES ON PORTION OF WEST
95TH STREET DURING CHRISTMAS
HOLIDAYS.

Also a proposed order to authorize and direct the Commissioner of Public Works to provide City of Chicago electrical service for the lighting of trees on West 95th Street during the Christmas holidays as per a request from the 95th Street Businessmen's Association, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- PLANTING OF EVERGREENS IN MEDIAN
STRIP AT 2321 AND 1720 WEST
95TH STREET.

Also a proposed order to authorize and direct the Commissioner of Public Works to plant certain evergreens in the median strip at 2321 and 1720 West 95th Street, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- REMOVAL OF "LINDEN TREE" FROM MEDIAN
STRIP AT 2321 WEST 95TH STREET,
ET CETERA.

Also a proposed order to authorize and direct the Commissioner of Public Works to remove a "Linden Tree" from the median strip at 2321 West 95th Street and relocate it to 2233 West 95th Street, which was *Referred to the Committee on Beautification and Recreation*.

Referred - ERECTION OF CORNERSTONE SIGN ON
PORTION OF WEST 107TH STREET, NEAR
SOUTH HALE AVENUE.

Also a proposed order to authorize and direct the Commissioner of Public Works to issue the necessary permit to Art Schuenemann to erect a six foot high corner- stone sign in the parkway on the south side of West 107th Street, twenty feet west of South Hale Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

BETTY AND RONALD MIKLOS CONGRATULATED ON
THEIR TWENTY-FIFTH WEDDING
ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Ronald Miklos celebrated twenty-five years of wedded bliss October 24, 1984; and

WHEREAS, Betty and Ronald Miklos are outstanding citizens of Chicago's southwest side, involved in many community and social activities, including the Vittum Park Civic League and Our Lady of the Snows Church; and

WHEREAS, The Miklos marriage has yielded three fine sons -- Mark, David and Stephen -- and represents the solidity and spirit of family life of which the leaders of our great City are so justly proud; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 14th day of November, 1984, A. D., do hereby express our congratulations to Mr. and Mrs. Ronald Miklos on the occasion of their Silver Wedding Anniversary, and extend to this fine couple and their family our very best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Ronald Miklos.

Alderman Krystyniak moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Krystyniak, the foregoing proposed resolution was *Adopted*.

Referred -- CLOSING TO TRAFFIC PORTION OF
WEST 63RD PLACE FOR SCHOOL PURPOSES.

Also a proposed order to authorize and direct the Commissioner of Public Works to grant permission to Saint Rene School, 6340 South New England Avenue, to close to traffic West 63rd Place between South New England Avenue and South Sayre Avenue on all school days from 2:00 P.M. to 3:00 P.M. for school purposes for the year 1984-1985, which was *Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN W. DAVIS (27th Ward) and OTHERS:

Referred -- AMENDMENT OF CHAPTER 181 OF CHICAGO
MUNICIPAL CODE TO DISALLOW CREMATION
WITHIN CITY BOUNDARIES.

A proposed ordinance, presented by Aldermen W. Davis, Smith, Henry, Banks, Damato, Cullerton, Krystyniak, Kelley, Sheahan, Sawyer, Streeter, Sherman, Langford, Volini, Stone, Roti, Huels, Mell, Hutchinson, Humes, Madrzyk, Nardulli, Beavers, Kellam, Natarus, and Burke, to amend Chapter 181 of the Chicago Municipal Code by inserting a new section to be known as Section 181-6.1 to disallow any cremation whatsoever to be performed within the boundaries of the City of Chicago, which was *Referred to the Committee on Energy and Environmental Protection*.

Presented by

ALDERMAN SMITH (28th Ward):

Referred -- OPERATION OF TWO NEWSPAPER STANDS AT
SPECIFIED INTERSECTIONS.

Two proposed orders to authorize and direct the Commissioner of Public Works to issue a newspaper stand permit to various individuals for the operation of certain newspaper stands, which were *Referred to the Committee on Streets and Alleys*, as follows:

Issuance of permit to Mr. Daniel Sconiers -- for the operation of a stand on the northeast corner of West Congress Parkway and South Kostner Avenue during the hours of 5:00 A.M. and 7:00 P.M. for seven days a week, in compliance with the Chicago Municipal Code;

Issuance of permit to Mr. Steven B. Ray -- for the operation of a stand on the northwest corner of West Jackson Boulevard and South Cicero Avenue during the hours of 5:00 A.M. and 7:00 P.M. for seven days a week, in compliance with the Chicago Municipal Code.

Presented by

ALDERMAN MELL (33rd Ward):

*Referred -- STAGING OF JOG-A-THON TO BE HELD ON
NOVEMBER 17, 1984 ON PORTION OF WEST
PALMER BOULEVARD.*

A proposed order to authorize and direct the Commissioner of Public Works to grant permission to the Humboldt Community Church, 1847 North Humboldt Boulevard, for the staging of a jog-a-thon on West Palmer Boulevard between North Kedzie Avenue and North Albany Avenue to be held on Saturday, November 17, 1984 from 8:00 A.M. to 12 o'clock noon, which was *Referred to the Committee on Beautification and Recreation.*

*Referred -- INSTALLATION OF SIGN/SIGNBOARD AT 2023
NORTH MILWAUKEE AVENUE.*

Also a proposed order to direct the Commissioner of Inspectional Services to issue a sign permit to Chicago Rite-Lite Signs to erect a sign/signboard at 2023 North Milwaukee Avenue for Congress Pizzeria, which was *Referred to the Committee on Zoning.*

Presented by

ALDERMAN KOTLARZ (35th Ward):

*Referred -- AMENDMENT OF CHAPTER 5 OF CHICAGO
MUNICIPAL CODE CONCERNING CLAIM FORWARDING
PROCEDURES TO CITY COUNCIL.*

A proposed ordinance to amend Chapter 5 of the Chicago Municipal Code by inserting therein a new section to be known as Section 5-6 which would direct the City Clerk to deliver typewritten statements of claims against the City received from the members of the public at large to the City Council Committee on Claims and Liabilities, which was *Referred to the Committee on Claims and Liabilities.*

*Referred -- ESTABLISHMENT OF TAXICAB STANDS 554 AND
553 ON PORTIONS OF SPECIFIED PUBLIC WAYS.*

Also two proposed ordinances to establish taxicab stands, pursuant to Section 27- 412 of the Chicago Municipal Code, on portions of specified public ways, which were *Referred to the Committee on Local Transportation*, as follows:

Taxicab stand 554 -- On North Kedzie Avenue, along the west curb, from a point fifteen feet south of Emmett Street to a point forty feet south thereof for two cabs;

Taxicab stand 553 -- On North Kimball Avenue, along the east curb, from a point twenty feet south of the Chicago Transit Authority exit drive (located south of Belmont Avenue) to a point twenty feet south thereof for one cab.

Referred -- INSTALLATION OF SIGN/SIGNBOARD AT
3930 NORTH PULASKI ROAD.

Also a proposed order to direct the Commissioner of Inspectional Services to issue a sign permit to Beverly Outdoor Advertising, Incorporated to erect a sign/signboard at 3930 North Pulaski Road for outdoor advertising, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN BANKS (36th Ward):

Referred -- OPERATION OF NEWSPAPER STAND AT WEST
DIVERSEY AVENUE AND NORTH HARLEM AVENUE.

A proposed order to authorize and direct the Commissioner of Public Works to issue a permit to David Meeks to operate a newspaper stand on the southeast corner of West Diversey Avenue and North Harlem Avenue during the hours of 6:00 A.M. and 10:00 P.M. for seven days a week, in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Presented by

**ALDERMAN CULLERTON (38th Ward), ALDERMAN
VRDOLYAK (10th Ward) and ALDERMAN
HUELS (11th Ward):**

TRIBUTE TO LATE WILLIAM J. CULLEN, SENIOR.

A proposed resolution reading as follows:

WHEREAS, God in his Infinite Wisdom has called to his eternal reward William J. Cullen, Sr., one of this City's most constructive and dedicated citizens; and

WHEREAS, William J. Cullen, Sr., a lifelong Chicago resident was appointed a member of the Chicago Electrical Commission October 2, 1980, and represented the National Electrical Contractors' Association of Chicago (NECA); and

WHEREAS, A star athlete from Chicago's De LaSalle High School, William J. Cullen Sr., became an outstanding family man and an immensely active member of the Chicago business, social and religious communities. He was president of Cullen Electric, Arrow Illinois Company and Chicago Edible Oils and Shortening Corporation, member of the board of directors of East Side Bank and South Chicago Community Hospital, member of South Chicago Development Commission, Knights of Columbus, Quigley Council, and Saint Cajetan Men's Club, among many other activities; and

WHEREAS, William J. Cullen, Sr., headed a family of five children and one grandchild, and will be sorely missed by his many family members and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 14th day of November, 1984, A.D., do hereby voice our sorrow on the passing of William J. Cullen, Sr., and extend to his widow, Mary Ann, and his fine family our most sincere expression of sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. William J. Cullen, Sr., and family.

Alderman Cullerton moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Cullerton, the foregoing proposed resolution was *Adopted*, by a rising vote.

Presented by

ALDERMAN NATARUS (42nd Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Oxford-Illinois Resources, Incorporated to maintain and use, as now constructed, two subsurface vaults under the public way adjacent to the premises located at 700-720 North Michigan Avenue, which was *Referred to the Committee on Streets and Alleys*.

*Referred -- ESTABLISHMENT OF EMPLOYEE BENEFITS
OFFICE AT CITY HALL.*

Also a proposed order to establish a Bureau of Employee Benefits office at 121 North LaSalle Street to service City employees, which was *Referred to the Committee on Administration, Reorganization and Personnel*.

Referred -- ERECTION OF FENCE ON PORTION OF SIDEWALK
ON WEST DIVISION STREET.

Also a proposed order urging the Commissioner of Public Works to consider the erection of a fence on the sidewalk along West Division Street, both sides, between North Dearborn Street and North State Street, at the request of the Department of Police for the purpose of pedestrian control, which was *Referred to the Committee on Streets and Alleys*.

Referred -- INSTALLATION OF TREE WELLS AT
612 NORTH MICHIGAN AVENUE.

Also a proposed order urging the Commissioner of Public Works to issue a permit to Storch and Company, Incorporated, 100 East Ohio Street, for the installation of four tree wells at 612 North Michigan Avenue, subject to the approval of plans, upon the payment of fees and without compensation, which was *Referred to the Committee on Streets and Alleys*.

Presented by

**ALDERMAN NATARUS (42nd Ward), ALDERMAN HUMES
(8th Ward) AND ALDERMAN MADRZYK (13th Ward):**

Referred -- AMENDMENT OF CHAPTER 185 OF MUNICIPAL CODE
CONCERNING WATER CONSUMPTION.

A proposed ordinance to amend Chapter 185 of the Chicago Municipal Code by adding certain new sections, to be known as Section 185-34.1 and Section 185-34.2 concerning water consumption for single-family houses located in metered row house and townhouse buildings which have a single meter, et cetera, which was *Referred to the Committee on Community Services*.

Presented by

ALDERMAN SCHULTER (47th Ward):

**AMUNDSEN HIGH SCHOOL SOCCER TEAM CONGRATULATED FOR
WINNING CHICAGO PUBLIC LEAGUE CHAMPIONSHIP.**

A proposed resolution reading as follows:

WHEREAS, Amundsen High School's outstanding soccer team has won the Chicago Public League Championship in a sudden death overtime play with Farragut High School Tuesday, October 30, 1984; and

WHEREAS, Amundsen High School thus goes on to the state quarter-finals representing the "Championship" City of Chicago; and

WHEREAS, This excelling soccer team from Amundsen High School represents not only Chicago's "I will" spirit but also the exemplary qualities of sportsmanship and fair play which pervade all of this great City's outstanding sports teams; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 14th day of November, 1984, A. D., do hereby offer our heartiest congratulations to the soccer team of Amundsen High School: Coach John Michalos, Assistant Coach Dan Youkhana, Players Egard Alvarez, Yousif Balow, Felipe Cornejo, Esho Daniel, Jack Esho, James Gonzales, Vinicio Izurieta, Aziz Korkes, John Kosmas, Mowafak Lawando, Mazen Lawondo, Peter Maranyos, Juan Carlos Martinez, Ishu Namrod, Simon Nano, Juan Orantes, Raim Purellto, Stan Vogdanos, and Ronni Younan, on having won the Chicago Public League Championship, as well as our best wishes and highest hopes for more championship victories in the statewide competitions; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the soccer team of Amundsen High School.

Alderman Schulter moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Schulter, the foregoing proposed resolution was *Adopted*.

Referred -- INSTALLATION OF ALLEY LIGHTS AT 1844
WEST GRACE STREET.

Also a proposed order to authorize and direct the Commissioner of Public Works to consider the installation of two alley lights alongside 1844 West Grace Street to a point one hundred fifty feet north thereof, which was *Referred to the Committee on Streets and Alleys*.

Presented by

**ALDERMAN SCHULTER (47th Ward) and
ALDERMAN O'CONNOR (40th Ward):**

Referred -- INSTALLATION OF SIGNAGE PROGRAM FOR LINCOLN
SQUARE CHAMBER OF COMMERCE.

A proposed order to authorize and direct the Commissioner of Public Works to consider the installation of the signage program for the Lincoln Square Chamber of Commerce, 4800 North Western Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Presented by

**ALDERMAN ORR (49th Ward) and ALDERMAN
BLOOM (5th Ward):**

*Referred -- REQUIREMENT OF SEMI-ANNUAL REPORTING
OF ALDERMANIC CONTINGENCY EXPENSE ALLOWANCES.*

A proposed ordinance amending Chapter 4 of the Chicago Municipal Code by the addition thereto of new sections, to be known as Sections 4-2.1, 4-2.2, 4-2.3, 4-2.4, 4-2.5 and 4-2.6, which would require the semi-annual reporting of each alderman of the City of Council in reference to the use of his or her contingency expense allowance account, which was *Referred to the Committee on Finance.*

Presented by

ALDERMAN STONE (50th Ward):

*Referred -- AMENDMENT OF CHAPTER 36, SECTION 36-31 OF
MUNICIPAL CODE CONCERNING PUBLIC ASSEMBLIES.*

A proposed ordinance to amend Chapter 36, Section 36-31, of the Chicago Municipal Code which would give jurisdictional authority over parades and public assemblies to the Commissioner of the Department of Public Works and that Department, rather than the Commissioner of the Department of Streets and Sanitation and that Department, et cetera, which was *Referred to the Committee on Streets and Alleys.*

*Referred -- ABROGATION OF COMMITMENTS MADE UNDER
"INTERGOVERNMENTAL COOPERATIVE AGREEMENT,"
ET CETERA.*

Also a proposed resolution abrogating the commitments made under the "Intergovernmental Cooperative Agreement" and further urging the City Clerk to forward copies of the resolution to the appropriate parties, which was *Referred to the Committee on Special Events and World's Fair.*

**5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION
OF WARRANTS FOR COLLECTION, AND WATER
RATE EXEMPTIONS, ET CETERA.**

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

FREE PERMIT:

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital -- for renovating the 2nd and 3rd floors on the premises known as 212 W. Superior Street.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN ROTI (1st Ward):

Mercy Hospital Medical Center, Stevenson Expressway at King Drive (2).

BY ALDERMAN EVANS (4th Ward):

Chicago Osteopathic Medical Center, 5200 S. Ellis Avenue.

BY ALDERMAN BEAVERS (7th Ward):

South Chicago Community Hospital, 2320 E. 93rd Street.

BY ALDERMAN KRYSTYNIAK FOR ALDERMAN MAJERCZYK (12th Ward):

Misericordia Heart of Mercy, 2916 W. 47th Street.

BY ALDERMAN MARZULLO (25th Ward):

Mount Sinai Hospital Medical Center, S. California Avenue at W. 15th Street.

BY ALDERMAN NARDULLI (26th Ward):

Erie Senior Health Center, sundry locations (2).

BY ALDERMAN BANKS FOR ALDERMAN GABINSKI (32nd Ward):

Erie Teen Health Center, 1303 N. Ashland Avenue.

BY ALDERMAN PUCINSKI (41st Ward):

Norwood Park Home, 6010 N. Nina Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Henrotin Hospital, 111 W. Oak Street.

Northwestern Memorial Hospital, Superior Street and Fairbanks Court.

BY ALDERMAN OBERMAN (43rd Ward):

Augustana Hospital, 2520 W. Lakeview Avenue (2).

BY ALDERMAN STONE (50th Ward):

Misericordia Heart of Mercy, 6300 N. Ridge Avenue.

Northwest Home for the Aged, 6300 N. California Avenue.

The Ark, 2341 W. Devon Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN EVANS (4th Ward):

Lutheran School of Theology, 5727 W. University Avenue -- institutional inspection.

BY ALDERMAN BLOOM (5th Ward):

University of Chicago, sundry locations -- institutional inspections (2).

BY ALDERMAN NARDULLI (26th Ward):

Saint Mary of Nazareth Hospital Center, 2259 W. Division Street -- institutional inspections.

BY ALDERMAN HAGOPIAN (30th Ward):

St. Joseph Home for the Aged, 2650 N. Ridgeway Avenue -- boiler inspection.

BY ALDERMAN BANKS FOR ALDERMAN GABINSKI (32nd Ward):

Saint Elizabeth Hospital, 1431 N. Claremont Avenue -- institutional inspection.

BY ALDERMAN DAMATO (37th Ward):

St. Anne's Hospital, 4950 W. Thomas Street -- institutional inspections.

BY ALDERMAN PUCINSKI (41st Ward):

Norwood Park Home, 6016 N. Nina Avenue -- elevator and institutional inspections (2).

BY ALDERMAN OBERMAN (43rd Ward):

Augustana Hospital, sundry locations -- institutional inspections.

BY ALDERMAN SCHULTER FOR ALDERMAN HANSEN (44th Ward):

St. Joseph Hospital, 2900 N. Lake Shore Drive -- institutional inspections.

REFUND OF FEES:

BY ALDERMAN BLOOM (5th Ward):

University of Chicago, General Contractor, Gilvane Building Company -- Refund of permit Nos. 982665, 585438R, 587808, 582766, 587417, 591486 and 1017248B for the amount of \$5,554.20.

BY ALDERMAN OBERMAN (43rd Ward):

Columbus Hospital, 2520 N. Lakeview Avenue -- Refund of hospital license fee for the amount of \$2,520.00.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (OCTOBER 1, 1984).

Alderman Burke moved to *Correct* the printed Official Journal of the regular meeting held on Monday, October 1, 1984, as follows:

Page 9870 -- by deleting the number "4409" appearing on the eleventh line from the bottom of the page and inserting the number "4404" in lieu thereof.

The motion *Prevailed*.

JOURNAL (OCTOBER 31, 1984).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on October 31, 1984, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Correct* said printed Official Journal as follows:

Page 10773 -- by inserting the following language immediately after the fifteenth line from the top of the page:

Institutional Planned Development No. 181

All references to F.A.R. are changed to 0.46

Setbacks are as follows:

North:	40 feet
South:	100 feet
East:	40 feet
West:	40 feet

The motion *Prevailed*.

Alderman Burke then moved to *Appove* said printed Official Journal as *Corrected* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

AMENDMENT OF MUNICIPAL CODE BY ADDITON OF NEW CHAPTER 137.2 ENTITLED "FREESTANDING EMERGENCY CARE FACILITIES".

On motion of Alderman McLaughlin, the City Council took up for consideration the report of the Committee on Health, deferred and published in the Journal of the Proceedings of October 16, 1984, pages 10067 thru 10076, recommending that the City Council pass a proposed ordinance to amend the Municipal Code by the addition of Chapter 137.2 concerning Freestanding Emergency Care Facilities.

Alderman McLaughlin presented the following amendment to the proposed ordinance by adding certain language in italics:

Chapter 137.2-7(d)

- 3) the establishment of contractual arrangements with private ambulance company(s) for the purpose of achieving patient transfer as described in (d)(2), above. *Where patient transfer must be accomplished by public ambulance for the purpose of Advanced Life Support, said transfer shall be governed by Section 103-8 of the Municipal Code of Chicago:*

Alderman McLaughlin moved to *Adopt* the foregoing proposed amendment. The motion *Prevailed*.

Alderman McLaughlin then moved to *Pass* the said proposed ordinance, as amended. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed.

WHEREAS, Freestanding Emergency Care Facilities have the potential for providing greater access to health care services at lower cost; and

WHEREAS, At the same time, there is great concern within the health care field as to the lack of uniform guidelines establishing minimum level of health care services to be provided by Freestanding Emergency Care Facilities; and

WHEREAS, Industry predictions point to an explosive growth in the number of Freestanding Emergency Care Facilities in the coming years; and

WHEREAS, The City of Chicago is desirous of insuring that high quality, affordable health care is made available to all its residents; and

WHEREAS, The City of Chicago may act under home-rule authority as provided by Article 7, Section 6 of the Constitution of the State of Illinois to regulate for the protection of the public health; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Municipal Code of Chicago is hereby amended by adding in its proper numerical sequence, a new chapter to be known as Chapter 137.2, "Freestanding Emergency Care Facilities", and to read in italics as follows:

Chapter 137.2

Freestanding Emergency Care Facilities.

137.2-1. For the purposes of this chapter the following terms shall be defined as follows:

"Freestanding Emergency Care Facility," hereinafter referred to as F.E.C.F., means an establishment, place or facility which may be a public or private organization, structurally distinct and separate from a hospital, staffed, equipped and operated to provide prompt emergency medical care as defined herein.

"Emergency Medical Care" shall mean initial and interim medical services provided by or under the supervision of a licensed physician to patients whose condition requires a critical or urgent response, including, but not limited to, life or limb-threatening conditions.

"Person" shall mean any individual, trust or estate partnership, corporation (including associations, joint stock companies) state, or political subdivisions or instrumentality of the State.

"Physician" shall mean an individual licensed to practice medicine or osteopathy in the State of Illinois.

"Department" shall mean the Chicago Department of Health.

"Commissioner" shall mean the Commissioner of the Chicago Department of Health.

137.2-2. a) No person or facility shall represent itself as a Freestanding Emergency Care Facility or, except in the case of licensed hospitals, shall use the term "emergency," "emergent," "Emergi-," "urgent," or terms with similar connotations in its title,

advertising, publications or other form of communications, unless it is in accordance with the provisions herein.

b) A facility licensed as a Freestanding Emergency Care Facility must include in a prominent manner in all its advertising, publications, signs or other forms of communication the following:

1) the term "freestanding" to distinguish the emergency care facility from that of a hospital emergency care service; and

2) days and hours of the facility's operation.

c) Any medical facility that is not a freestanding emergency care facility or a licensed hospital may use the words "immediate" or "prompt" provided that:

1) they do not in any way purport to be equipped to handle patients in need of emergency medical care;

2) they do not in any way solicit for patients seeking emergency medical care;

3) they use the words "immediate" or "prompt" in the explicit context of describing medical services for minor illnesses and injuries;

4) they use the words "immediate" or "prompt" only in forms of communication that clearly state that patients seeking emergency medical care are not to be brought to the facility in question.

137.2-3. A freestanding emergency care facility shall provide to every person prompt life saving medical care treatment in an emergency without discrimination on account of economic status or source of payment and without delaying treatment for the purpose of prior discussion of source of payment unless such delay can be imposed without material risk to the health of the person.

137.2-4. a) Each F.E.C.F. shall be staffed by a licensed physician(s) who has at least two (2) years of medical practice and/or appropriate training (residency program) following full licensure and who shall be present within the facility during the hours of operation.

b) At least one physician on duty during the hours of operation shall have a minimum of two years experience in emergency medicine and documented clinical skills, including training to American Heart Association standards in Advanced Cardiac Life Support.

c) No less than one licensed registered nurse who has training and experience in emergency care, including training to American Heart Association standards in Advanced Cardiac Life Support, shall be on duty during the hours of operation.

d) Every freestanding emergency care facility shall have a person qualified by training and experience on the premises during the hours of operation who shall determine the nature, level and urgency of care required of all persons seeking treatment and to categorize treatment. If such person is a non-physician, he or she shall serve under the supervision of the physician in charge.

e) Each F.E.C.F. shall establish a protocol to govern the interpretation by a radiologist of diagnostic images produced by x-ray or other modalities, including a procedure for the prompt communication of the radiologist's interpretation to the facility.

137.2-5. Each F.E.C.F. shall have available on its premises and provide during hours of its operation at least the following clinical laboratory materials and services:

BIOCHEMISTRY

*Amylase
Blood Gases
Cardiac Enzymes (CPK)
Electrolytes
Serum Glucose*

HEMATOLOGY

*CBC
Coagulation Profile
Platelets*

MICROBIOLOGY

*Misc. Cultures
MISC.
Pregnancy Tests
Urinalysis*

Each F.E.C.F. shall have immediate access to toxicological laboratory testing.

137.2-6. a) No less than the following special supplies and equipment shall be available and located within the emergency service area:

- 1) oxygen;*
- 2) electrocardiograph;*
- 3) cardiac monitor and defibrillator with battery pack and medications for Advanced Cardiac Life Support;*
- 4) gastric lavage equipment;*
- 5) suction device;*
- 6) intravenous fluids and administration devices;*
- 7) endotracheal intubation and tubes;*
- 8) emergency obstetrical pack;*
- 9) pericardiocentesis, thoracostomy and cricothyrotomy trays and antoclave sterilizer;*
- 10) M.A.S.T. suit (Military Anti-Shock Trousers).*

b) Medical equipment and supplies for the reception, appraisal, examination, treatment and observation of patients shall be determined by the amount, type and extensiveness of services provided.

c) The emergency drug cart(s) and adjunctive emergency equipment shall be checked and documented by an appropriate, designated individual as per written procedures after

each use to assure that all items required for immediate availability are actually contained in the cart and are in usable condition.

137.2-7. a) Each facility shall have an organized governing body or equivalent legal authority ultimately responsible for (1) the management and control of the operation; (2) the assurance of the quality of care and services; (3) the compliance with all federal, state and local laws and regulations; and (4) other relevant health and safety requirements including the rules and regulations herein.

b) The governing body or equivalent legal authority shall provide appropriate personnel, physical resources, and equipment for the delivery of safe and effective emergency medical care.

c) The governing body or equivalent legal authority shall designate (1) an administrator who shall be responsible for the management and operation of the facility; and (2) a medical director to ensure achievement and maintenance of quality standards of professional practice.

d) The governing body or equivalent legal authority shall adopt and maintain by-laws defining responsibilities for the operation and performance of the organization, identifying purposes and means of fulfilling each. In addition, the governing body shall establish administrative policies pertaining to no less than the following:

1) qualifications and responsibilities of the medical director and administrator;

2) the establishment of immediate patient transfer procedures to the nearest appropriate hospital wherever such transfer is necessary to protect the health and well-being of a patient;

3) the establishment of contractual arrangements with private ambulance company(s) for the purpose of achieving patient transfer as described in (d) (2), above. Where patient transfer must be accomplished by public ambulance for the purpose of Advanced Life Support, said transfer shall be governed by Section 103-8 of the Municipal Code of Chicago;

4) the development and maintenance of a written disaster preparedness plan which shall include specific provisions and procedures for the emergency medical care of patients in the event of an external disaster or internal functional failure of equipment;

5) the plan of the governing body for the implementation of long and short plans as prescribed by the Director;

6) such other matters as may be relevant to the organization and operation of the F.E.C.F.

e) The governing body or other legal authority shall be responsible through the organization's by-laws, policies or other mechanism to determine the qualifications of physicians and other professionals as provided herein, considering such factors as education, training, experience, board certification, professional practice and licensure as may be required by law or regulation, and such other relevant factors as may be deemed necessary.

137.2-8. *The governing body or equivalent legal authority shall appoint an administrator (who may also be the medical director), who shall be operationally responsible for: 1) the management and operation of the F.E.C.F.; 2) the compliance with policies, rules and regulations and statutory provisions pertaining to the health and safety of patients; 3) serving as liaison between the governing body and the staff; and 4) the planning, organizing and directing of such other activities as may be delegated by the governing body.*

137.2-9. *The F.E.C.F. shall have a physician licensed in this State, who shall serve as Medical Director and shall be responsible for no less than the following:*

a) coordination and supervision of emergency medical care service;

b) achievement and maintenance of quality assurances of professional through a mechanism of peer review, including the establishment of a planned and comprehensive system of ongoing monitoring and evaluation of patient care with documentation of said system detailing problems identified, corrective actions taken and results obtained;

c) establishment of policies and procedures for emergency medical care services and other related emergency health care services.

137.2-10. *a) A medical record shall be maintained on every patient provided emergency care.*

b) For each visit to the emergency facility the medical record shall contain documentation relating to the following:

- 1) patient identification (name, address, age, sex);*
- 2) time and means of arrival;*
- 3) pertinent medical history of the illness or injury, and physical findings;*
- 4) emergency care given before arrival;*
- 5) diagnostic and therapeutic orders;*
- 6) reports of procedures, tests and findings;*
- 7) diagnostic impression;*
- 8) conclusion at termination of evaluation/treatment, including final disposition of patient's condition on discharge or transfer and any instructions given for follow-up care;*
- 9) a patient's leaving against medical advice;*
- 10) origin of incoming patient and destination of patient at discharge; and*
- 11) time of discharge.*

c) All medical records, either original or accurate reproductions, shall be preserved for a minimum of seven (7) years, except that records of minors shall be kept for at least seven (7) years after such minor shall have reached the age of 18 years.

d) Disclosure of any health care information relating to individuals shall be subject to the provisions of relevant statutory and federal requirements. Nothing contained in this ordinance shall compromise patient confidentiality. Patient records made available for review shall be identified by number code and not by patient's name.

137.2-11. Each F.E.C.F. shall also maintain such administrative records as may be deemed necessary for the Department of Health. These records shall include but not be limited to:

a) monthly statistical summary of numbers of patients seen, appropriately classified as to the nature of the condition;

b) a copy of the long and short range plans;

c) an administrative record or log book containing pertinent data such as record number, age, sex, date and time of arrival and discharge, type of care diagnosis and disposition; and

d) records of all transfers to other health facilities identifying transferring agencies.

137.2-12. a) Each F.E.C.F. shall establish and maintain all records and data in such a manner as to make uniform the system of periodic reporting. The manner in which the requirements of this regulation may be met shall be prescribed from time to time in directives promulgated by the Commissioner.

b) Each F.E.C.F. shall report to the Department detailed statistical data pertaining to its operation, services and facility. Such reports and data shall be made at such intervals and by such dates as determined by the Commissioner.

c) The Department of Health is authorized to make the reported data available to any state or federal agency concerned with or exercising jurisdiction over the F.E.C.F.

137.2-13. a) Each F.E.C.F. shall develop written protocol to provide emergency care service with professional and ancillary staff to ensure that all persons treated are released or transferred within a reasonable and appropriate length of time. No patient shall be held overnight.

b) Policies and procedures pertaining to the provision of emergency medical services and supported by appropriate manuals and reference material shall be established by the Medical Director and approved by the governing body. Such policies and procedures shall pertain to no less than the following:

1) the responsibility of the medical staff for the emergency patient care;

2) medical circumstances under which definitive care cannot be provided and procedure for referral;

- 3) *procedures which may and may not be performed in the F.E.C.F.;*
- 4) *procurement, storage and administration of drugs in accordance with appropriate state and local regulations;*
- 5) *disposal of hypodermic needles, syringes, and instruments in accordance with appropriate local and state regulations;*
- 6) *handling of persons who are emotionally ill, under the influence of drugs or alcohol, dead on arrival, or other categories of special care;*
- 7) *written instructions to be given to the patient to assure continuity of care;*
- 8) *notification of patient's personal physician and transmission of relevant reports per written consent of patient;*
- 9) *disclosure of patient information in accordance with federal and state law;*
- 10) *location and storage of supplies and special equipment;*
- 11) *the provision of prompt life-saving medical care treatment for every person in an emergency without discrimination on account of economic status or source of payment and without delaying treatment for the purpose of prior discussion of source of payment unless such delay can be imposed without material risk to the health of the person; and*
- 12) *safety procedures, to include a fire plan and provisions for prevention safety and Standing Medical Orders for cardiac, respiratory or traumatic arrest consistent with those of the mobile intensive care project Medical Directors.*

137.2-14. All new construction shall be subject to the provisions of all applicable state and local laws, codes and regulations. (Where there is a difference between codes, the code having the more stringent standard shall apply.)

137.2-15. a) The F.E.C.F. shall be designed and equipped to facilitate the reception, examination, treatment and observation of patients, in accordance with prevailing standards, safeguarding the dignity and privacy of patients and their families to the extent consistent with providing emergency medical care and with sufficient administration. The entrance to the F.E.C.F. shall be clearly identified externally and shall be accessible to pedestrian and wheelchair traffic.

b) In existing facilities, unless a variance is granted by the licensing agency, the same standard as specified in Section 134-14 for new construction shall apply.

137.2-16. a) The F.E.C.F. shall be maintained and equipped to provide a sanitary, safe and comfortable environment, with all furnishings in good repair, and the premises shall be kept free of hazards and be hygienically acceptable.

b) Written policies and procedures shall be established to assure comfortable, safe and sanitary environment and appropriate lighting throughout the facility.

c) *Appropriate equipment and supplies to clean the facility shall be maintained in a safe, sanitary condition.*

d) *Hazardous cleaning solutions, compounds and substances shall be labeled, stored in a safe place and kept in an enclosed section separate from other cleaning materials.*

e) *Smoking shall be permitted only in designated areas.*

137.2-17. a) *Pursuant to Chapter 9, Section 7 of this Code, the Department will issue regulations as it deems necessary to effectuate the requirements of this Chapter.*

b) *Every F.E.C.F. shall at all times be open to inspections by the Department and the Bureau of Fire Prevention and the Plumbing, Ventilation and Electrical Sections of the Department of Inspectional Services, whenever and as often as they shall deem proper.*

c) *Any person violating any of the provisions of this Chapter or rules and regulations promulgated hereunder shall be fined not less than One Hundred Dollars nor more than Two Hundred Dollars for each offense, and a separate and distinct offense shall be considered as having been committed for each and every day on which any person shall be guilty of such violation.*

d) *In the event of a conviction of any such person relating to the care, safety and accommodation of patients, it shall be the duty of the Department, and it is hereby authorized and empowered to close such F.E.C.F. which is conducted, managed or maintained by any such person convicted as aforesaid, and to cause its vacation pending the repairs, alterations, additions and changes in procedures, facilities, safe and proper for the occupancy of its patients and make it comply with the terms of this code and rules and regulations promulgated hereunder.*

e) *Every F.E.C.F. shall be given prompt notice by the Department of any deficiencies reported as a result of an inspection or investigation.*

137.2-18. *The appropriate regulating agency (i.e. the Department, Bureau of Fire Prevention, and the Plumbing Ventilation, and Electrical Sections of the Department of Inspectional Services) may grant a variance either upon its own motion or upon request of the applicant from the provisions of any rule and regulation herein, if it finds in specific cases, that a literal enforcement of such provision will result in unnecessary hardship to the applicant and that such a variance will not be contrary to the public interest, public health and/or health and safety of patients.*

b) *A request for a variance shall be filed by an applicant in writing, setting forth in detail the basis upon which the request is made.*

c) *Upon filing of each request for variance with the regulating agency and within thirty (30) days thereafter, the regulating agency shall notify the applicant by certified mail of its approval or in the case of a denial, a hearing date, time and place may be scheduled if the facility appeals the denial.*

SECTION 2. *In the event that any section, paragraph, clause or provision of this ordinance shall be held invalid by any court, the invalidity of such section, paragraph, clause or provision shall not effect any of the remaining provisions.*

SECTION 3. This ordinance shall be in full force and effect six months after due passage and publication.

MISCELLANEOUS BUSINESS.

Rules Suspended -- AMENDMENT OF SINGLE FAMILY
MORTGAGE REVENUE BONDS, 1984 SERIES A,
ORDINANCE.

Alderman Burke moved to *Suspend the Rules Temporarily* for the immediate consideration of a proposed ordinance to amend an ordinance passed by the City Council on October 31, 1984, relating to Single Family Mortgage Revenue Bonds, 1984 Series A. The motion *Prevailed*.

Thereupon, Alderman Burke moved to allow the Corporation Council to answer inquiries from the aldermen. The motion *Prevailed*.

After discussion, Alderman Burke moved to *Pass* the said proposed ordinance. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, O'Connor, Pucinski, Natarus, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 38.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Cook County, Illinois (the "City") has adopted an ordinance on October 31, 1984 (the "Original Bond Ordinance") authorizing its Single Family Mortgage Revenue Bonds, 1984 Series A, (the "Bonds"); and

WHEREAS, It is necessary to supplement the Original Bond Ordinance prior to the sale of the Bonds; now, therefore;

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 3 of the Original Bond Ordinance is hereby supplemented and amended by inserting in the first blank "\$15,000" and by inserting in the second and third blanks, respectively, "thirty" and (30%).

SECTION 2. This ordinance shall become effective immediately upon its adoption and approval and the Original Bond Ordinance shall thereupon be deemed amended and supplemented as herein set forth.

Rules Suspended-- TRIBUTE TO LATE AMBASSADOR
LOU A. LERNER.

Alderman Orbach moved to *Suspend the Rules Temporarily* for the immediate consideration of a proposed resolution paying tribute to the late Ambassador Lou A. Lerner. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, God the Almighty in His Infinite Wisdom has called to his eternal reward Ambassador Lou A. Lerner, former Publisher of the Lerner Newspapers consisting of a chain of fifty-three (53) Community Newspapers, and has served his country as the distinguished Ambassador to Norway, was summoned to his eternal reward; and

WHEREAS, Ambassador Lou A. Lerner was the only American to be awarded the Grant Cross of the Order of St. Olav of Norway for his active and distinguished foreign service; and

WHEREAS, Ambassador Lou A. Lerner was described by Norways press as the most active U.S. Ambassador to that Country. A colorful publisher who led the community and suburban newspaper industry in many innovations, Mr. Lou A. Lerner dedicated his career to reporting, editing and finally publishing the newspapers by his late father Leo, founded by him; and

WHEREAS, Lou Lerner as the publisher of The Lerner Newspaper dedicated himself to community and political service of our great City participating in every endeavor to bring glory and recognition to our great City; and

WHEREAS, Ambassador Lou A. Lerner attended The University of Chicago from 1951 to 1954. In 1955 and 1958 he attended the Scandanavian seminary in Copenhagen and Roskilde, Denmark; and

WHEREAS, Lou Lerner in 1962 received his B.A. in International Studies from Roosevelt University in Chicago; and

WHEREAS, Ambassador Lou A. Lerner was born in our great City of Chicago, married to wife Susan, and the beloved father of two daughters; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago, gathered here this 14th day of November, 1984, A.D., do hereby express our deep sense of loss at the passing of Ambassador Lou A. Lerner and that we express to his family our most sincere sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Ambassador Lou A. Lerner.

On motion of Alderman Orbach, seconded by Aldermen Schuller, Stone, Natarus, Volini, Pucinski and Orr, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

Rules Suspended -- TRIBUTE TO LATE JEANETTE LEVIN.

Alderman Natarus moved to *Suspend the Rules Temporarily* for the immediate consideration of a proposed resolution paying tribute to the late Jeanette Levin. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, Jeanette Levin was summoned by eternal God to her peaceful abode on November 12, 1984; and

WHEREAS, Jeanette Levin served our City as a dedicated public servant by being Executive Secretary under six Corporation Counsels of the City of Chicago for 30 years and during which time she was of help and counsel to Mayor Harold Washington who was an Assistant Corporation Counsel; and

WHEREAS, Jeanette Levin, after her retirement, served as personal secretary to the late Jack Arvey, National Chairman of the Democratic Party, and was of assistance to all political leaders regardless of their political affiliation; and

WHEREAS, Jeanette Levin participated in various charitable organizations and was recognized for her endeavors on behalf of the orphans of the Douglas Park Nursery; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this 14th day of November, 1984, A.D. do hereby officially and personally mourn the loss of Jeanette Levin and do hereby extend our heartfelt sympathy to the members of her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to her sister Ruth Kaplan.

On motion of Alderman Natarus, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

Referred -- BIDS FOR SALE OF CITY-OWNED PROPERTY.

The City Clerk transmitted communications from Walter K. Knorr, City Comptroller, under date of November 7, 1984, which read as follows:

Transmitted herewith two (2) sealed bids. These bids were submitted in response to advertisement for sale of City-owned property at 9330 S. Cottage Grove Avenue which was authorized by ordinance passed November 23, 1983, page 3591, Council Journal.

Transmitted herewith three (3) sealed bids. These bids were submitted in response to advertisement for the sale of City-owned property at 934 W. Cuyler Avenue which was authorized by ordinance passed October 20, 1983, page 2704, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of City-owned property at 4500 S. Forrestville Avenue which was authorized by ordinance passed October 20, 1983, page 2705, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of City-owned property at 4223 W. Grenshaw Street which was authorized by ordinance passed November 23, 1983, page 3594, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of City-owned property at 2851 W. Harrison Street which was authorized by ordinance passed November 23, 1983, page 3594, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of City-owned property at 308-310 S. Kostner Avenue which was authorized by ordinance passed November 23, 1983, page 3598, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of City-owned property at 6244 S. Laflin Street which was authorized by ordinance passed February 15, 1984, page 5069, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of City-owned property at 713-715 N. Lawndale Avenue

which was authorized by ordinance passed February 15, 1984, page 5069, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of City-owned property at 725-727 N. Lawndale Avenue which was authorized by ordinance passed February 15, 1984, page 5070, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of City-owned property at 4074 S. Wells Street which was authorized by ordinance passed November 23, 1983, page 3613, Council Journal.

Transmitted herewith four (4) sealed bids. These bids were submitted in response to advertisement for the sale of City-owned property at 2904 S. Wentworth Avenue which was authorized by ordinance passed February 15, 1984, page 5073, Council Journal.

Transmitted herewith three (3) sealed bids. These bids were submitted in response to advertisement for the sale of City-owned property at 2916 S. Wentworth Avenue which was authorized by ordinance passed February 15, 1984, page 5073, Council Journal.

On motion of Alderman Banks, the bids submitted with the foregoing communications were ordered opened and read and were then Referred to the Committee on Land Acquisition and Disposition.

The following is a summary of said bids:

9330 South Cottage Grove Avenue.

Walter E. Grady, 18929 Jodi Terrace, Homewood, Illinois 60430: Amount bid \$1,200.01, deposit check \$120.00 (cashier's check);

Melvin L. Jenkins, Burnside Liquors, 9348 S. Cottage Grove Avenue: Amount bid \$5,050.00, deposit check \$550.00 (cashier's check);

934 West Cuyler Avenue.

Thorek Hospital and Medical Center, c/o V. Mark Perry, 850 W. Irving Park Road, Chicago, Illinois 60613: Amount bid \$30,000.00, deposit check \$3,000.00 (cashier's check);

Stanley J. Damberger, 940 W. Cuyler Avenue, Chicago, Illinois 60613: Amount bid \$10,000.00, deposit check \$1,000.00 (cashier's check);

Bernard Barasch, 6618 North Ramona, Lincolnwood, Illinois 60646: Amount bid \$30,155.00, deposit check \$3,016.00 (cashier's check);

4500 South Forrestville Avenue.

J. Frank Williams, Jr., 35 S. 16th Avenue, Maywood, Illinois 60153: Amount bid \$50.00, deposit check \$5.00 (bank money order);

4223 West Grenshaw Street.

United Baptist Church, c/o Reverend Wilson Daniels, 4220 W. Roosevelt Road, Chicago, Illinois 60624: Amount bid \$1,500.00, deposit check \$150.00 (cashier's check);

2851 West Harrison Street.

Peter Van Tholen and Winifred Van Tholen, 904 Saylor, Elmhurst, Illinois 60126: Amount bid \$2,500.00, deposit check \$250.00 (cashier's check);

308-310 South Kostner Avenue.

Greater St. John M. B. Church, c/o Arnold B. Kalnitz, 69 W. Washington Street, Chicago, Illinois 60602: Amount bid \$4,305.00, deposit check \$430.50 (certified check);

6244 South Laflin Street.

Johnny Ray, 1505 W. Garfield Boulevard, Chicago, Illinois 60636: Amount bid \$500.00, deposit check \$180.00 (cashier's check);

713-715 North Lawndale Avenue.

Virginia Stallings, 3812 1/2 W. Chicago Avenue, Chicago, Illinois 60651: Amount bid \$4,900.00, deposit check \$490.00 (cashier's check);

725-727 North Lawndale Avenue.

Virginia Stallings, 3812 1/2 W. Chicago Avenue, Chicago, Illinois 60651: Amount bid \$4,900.00, deposit check \$490.00 (cashier's check);

4074 South Wells Street.

Lloyd Norman, Sr., 4072 S. Wells Street, Chicago, Illinois 60609: Amount bid \$1,500.00, deposit check \$150.00 (bank money order);

2904 South Wentworth Avenue.

Ronald C. Marasso, 2907 S. Canal Street, Chicago, Illinois 60616: Amount bid \$6,610.00, deposit check \$661.00 (treasurer's check);

Ming-Shung Yang, 506 W. 28th Street, Chicago, Illinois 60616: Amount bid \$5,100.00, deposit check \$510.00 (cashier's check);

Dingog T. Chan, 2410 S. Wentworth Avenue, Chicago, Illinois 60616: Amount bid \$15,999.00, deposit check \$1,600.00 (cashier's check);

Angela Catuara, 227 S. Catherine, LaGrange, Illinois 60525: Amount bid \$4,000.00, deposit check \$400.00 (bank check);

2916 South Wentworth Avenue.

Ming-Shung Yang, 506 W. 28th Street, Chicago, Illinois 60616: Amount bid \$5,000.00, deposit check \$500.00 (cashier's check);

Sue Chan, 2410 S. Wentworth Avenue, Chicago, Illinois 60616: Amount bid \$15,999.00, deposit check \$1,600.00 (cashier's check);

Ronald C. Marasso, 2907 S. Canal Street, Chicago, Illinois 60616: Amount bid \$5,610.00, deposit check \$561.00 (treasurer's check).

BIRTHDAY WISHES EXTENDED TO ALDERMAN SCHULTER.

Honorable Harold Washington, Mayor, extended congratulations and birthday wishes to Alderman Schuler, and stated that the Alderman had just applied for Medicare (37th birthday).

PRESENCE OF VISITORS NOTED.

Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors:

Chicago Board of Education High School Office Occupations Officers from the following schools: Du Sable High School, Tilden High School, Kelly High School, King High School, Richards High School, Phillips High School;

22 students from North Park College, political science class, accompanied by Mr. Warren Wade.

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned*, to meet in regular meeting on Wednesday, November 28, 1984, at 10:00 A.M., in the Council Chamber in City Hall pursuant to Chapter 4, Section 4-1 of the Municipal Code of Chicago.

A handwritten signature in cursive script, reading "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,
City Clerk.